POLICY MANUAL

CANEY VALLEY PUBLIC SCHOOLS

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NOTE TO THE READER:

While every attempt has been made to ensure that this policy manual is up to date, it is inevitable that, from time to time, certain situations might arise which could affect its accuracy:

- The board has formally adopted a new policy that has not yet been physically inserted into this manual.
- The board has formally changed an existing policy and such changes have not yet been inserted into this manual.
- There has been a change in state or federal law rendering an existing policy invalid, but the policy has not yet been physically removed from this manual.
- There has been a change in state or federal law mandating a new policy and the new policy has not been drafted and/or inserted into this manual.
- There has been a change in state or federal law requiring editing of an existing policy and such editing has not yet been done to this policy manual.
- There has been a change in the current year's Negotiated Agreement (if applicable, where a Negotiated Agreement is in place) which has not yet been made to the corresponding section(s) in this manual.

In the event that the reader notices any such inaccuracy and wishes to make it known to the board or superintendent, he/she should submit a brief, written notice to the superintendent's office, citing the section, page number and observed inaccuracy. Upon notification, the policy will be examined and the inaccuracy verified or discounted. If needed, appropriate action will be taken to correct the situation.

The new and/or revised policy will take precedence over any outdated policy.

The new law and/or revised law will take precedence over any outdated law.

The language contained in the current year's Negotiated Agreement (if applicable, where a Negotiated Agreement is in place) will take precedence over any conflicting policy language.

Note: This manual contains board policies representative of issues and/or regulations the district's employees and patrons are most likely to need to access on a day-to-day basis. Policies mandated by law for inclusion here are placed in this manual as well. In addition to the policies mentioned above, there may be other board and/or administrative material which has been formally acted upon and/or state or federal law or regulation which has been enacted which constitutes official board policy which is not included in this manual due to its length, its tendency to have to be amended regularly, etc. This manual is provided in as concise a format as possible and is intended to be easily accessible by those wishing to use it. In the event the reader does not find printed in this manual the information he/she desires to access, he/she should contact the superintendent's office for further assistance regarding such material.

BOARD POLICY DEVELOPMENT

It is the intent of the Caney Valley School Board to develop policies and put them in writing so that they may serve as guidelines and goals for the successful and efficient functioning of the Caney Valley Public Schools.

The Board considers policy development and the successful administration, application and execution of its policies to be one of its chief functions.

The Board accepts the definition of policy set forth by the National School Boards Association:

> "Policies are principles adopted by the School Board to chart a course of action. They tell what is wanted; they may include why and how much. Policies should be broad enough to indicate a line of action to be followed by the administration in meeting a number of problems; narrow enough to give clear guidance. Policies are guides for action by the administration, who then sets the rules and regulations to provide specific directions to school district personnel."

It is the Board's intention that its policies serve as sources of information and guidance for all people who are interested in, or connected with, the Caney Valley Public Schools.

The policies of the Caney Valley School Board are framed and are meant to be interpreted, in terms of Oklahoma and federal laws, rules and regulations of the State Board of Education and all other regulatory agencies within our local, county, state and federal levels of government. The policies are also framed and are meant to be interpreted, in terms of those educational objectives, procedures and practices that are broadly accepted by leaders and authorities in the public education field.

Changes in needs, conditions, purposes and objectives will require revisions, deletions, and additions to the policies of present and future boards. The Board will welcome suggestions for ongoing policy development.

The Board Policies Committee is composed of the following members:

- Rick Peters – Superintendent of Schools
- Debra Keil – Principal, Senior High School
- Travis Lashbrook – Principal, Middle School
- Anita Prather – Principal, Elementary School

PHILOSOPHY OF CANEY VALLEY PUBLIC SCHOOLS

We believe that education is a long-term investment on the part of the state. We recognize that our duty is to provide for children and experiences which lead to emotional and social adjustment in a democratic way of life.

The purpose of the school system is to help all the children in attendance to develop their capacities to the highest degree possible to the end, that each may become an effective member of society. This means that the schools are responsible for assisting youth in finding their place in the world's work, in achieving those attitudes and skills essential to the discharge of their responsibilities as citizens.

The attainment of this purpose necessitates the cooperation with all agencies in community life. The Board of Education, realizing its responsibilities in the fulfillment of these objectives, shall hold regular monthly meetings in order to formulate policies and regulate what they deem will best meet the purposes and objectives.

INSTRUCTIONAL FOCUS

The main focus of the Caney Valley Schools must be directed toward the student. It is the intent of the board of education that the corporate resources of the entire school community be utilized to guarantee that every student in the Caney Valley Public Schools will be provided an equal opportunity to attain a level of education equal to his/her ability and level of motivation.

It is the belief of the board that the process of educating the children and youth of Caney Valley is a corporate and cooperative venture in which all involved - community, board, faculty, staff, administration and students - must be involved as both participants and recipients, and that each individual must assume his/her share of the responsibility for the success of the educational program.

The purpose of the various administrative personnel within the Caney Valley school system to provide an environment which will permit teachers to work with maximum effectiveness and to furnish them with a variety of tools and specialized assistance in developing and carrying out a program of education which will best meet the needs of girls and boys in the world in which we live. The board will attempt to provide the necessary facilities, personnel, equipment, and materials for educating all students to whom it is responsible.

MISSION STATEMENT

The Caney Valley Board of Education is responsible on behalf of the people of this district to establish, maintain, and continually improve the public schools. As the designee to carry out the responsibility for the school district in implementing this mandate, the Board of Education must act in a regulatory and service capacity through its Superintendent of Schools.

The Caney Valley Board of Education, representing the citizens of this school district, will provide a cohesive plan of resources to assure that ALL children graduate and can effectively read, think, and communicate as productive citizens in the twenty-first century.

To accomplish this mission, the Board will involve the State Department of Education, citizens, teachers, students of this district, and other educational agencies in developing long range plans.

GOALS OF THE CANEY VALLEY ISD

- To provide a climate for the students which promotes reflective, constructive thinking and encourages problem solving and creativity.
- To stimulate students to recognize and develop their potential through a curriculum that is designed to meet their intellectual and occupational needs.
- To aid individual growth toward a positive self-concept, self-respect, and self-reliance, self-discipline, and self-realization.
- To teach, using democratic procedures and principles, responsible citizenship with respect for law, authority, public and private property, concern for others, and for our country.
- To educate students, with the help of the family unit and the community, to become effective, knowledgeable consumers and responsible members of society.
- To encourage good hygiene and physical fitness through the optimal use of leisure and recreational time.
- To provide each student opportunities to understand and appreciate our American heritage and the various cultures contained within it.
- To provide each student with opportunities to develop a greater capacity to appreciate the beauty in literature, art, music and nature through joint efforts of school and community.
- To help students develop awareness of and responsibility toward the conservation of energy and natural resources.
- To provide a well-rounded staff which continues striving for professional growth.

BASIC COMMITMENTS

If Caney Valley Schools is to successfully accomplish its mission, it is essential that all members of the School board, faculty, staff, and administration commit themselves to certain basic philosophical positions. The following items are of primary importance:

- The welfare of the students in Caney Valley Public Schools will be of primary importance.
- Good communications will be established and maintained with the community in general and parents in particular.
- Each person in the school community will receive fair, just and equitable treatment.
- All parents will be treated with courtesy, justice, and fairness.
- We will strive to develop a sense of responsibility, a feeling of respect for the rights of others, and respect for authority among all members of the school community.

SECTION 100
BOARD OF EDUCATION

State law governs the school election process. This body of law can be found beginning at 26 O.S. § 13A-101.

The Caney Valley board of education shall consist of five members. The terms of office are for five years and are staggered so that one board member position shall expire each year. The specific years of expiration for each position in any given school year may be procured from the Office of the Superintendent.

The present Board of Education is composed of the following members:

Member	Ward	Expiration Date
Clint Sumner	1	2016
Joe Lewis	2	2017
Jeanie Huffaker	3	2018
Ron Pruitt	4	2019
Sue P. Woods	5	2015

An election is held on the second Tuesday in February each year for the purpose of electing one member of the board of education for a term of five years. Members of the board of education must live in the area they represent, but voting is at large in the whole school district on all members.

Any vacancy occurring during any board member's term of office shall be filled as follows: The remaining members of the board shall appoint a qualified individual to fill the office until the next election. If, within sixty (60) days, such action is not completed, the board shall call for a special election to fill such office.

A new board member elected shall be seated at the beginning of the first regular, special or emergency school board meeting after the date of the annual school election and after the member has been certified as elected.

The board of education will assist newly elected board members with becoming familiar with their duties and responsibilities as quickly as possible. All board members are encouraged to attend appropriate workshops, seminars, and conventions in order to develop professionalism and expertise.

Newly elected board members are required by board policy to attend the New School Board Member Workshop conducted jointly by the State Department of Education and the Oklahoma State School Boards Association. The board shall assume the responsibility of notifying new board members of the date and time of this workshop.

Board members who are unable to attend the New School Board Member Workshop are required by state law to attend at least 12 hours of other workshops presented by the OSSBA. The 12 hours of attendance must be accomplished during the first 15 months of the board members' tenure. Upon completion of either the new member workshop or 12 hours of other workshops, an appropriate certificate of completion will be issued and the award of the certificate will be entered into the board minutes.

School board members must complete a minimum of fifteen (15) hours of approved continuing education during the term of office. Failure to comply with this requirement will result in the board member being ineligible for re-election. Any board member who attends and completes a course which satisfies in part or in full for this requirement is to be reimbursed by the school district for expenses incurred.

The board shall consist of the following officers: President, Vice-President and Clerk. At the first regular, special or emergency meeting after the annual school board election and certification of election of new members, the board shall organize itself by the election from among its members a president, a vice-president and a clerk. At its discretion, the board may appoint a deputy clerk. The deputy clerk may perform any of the duties and exercise any of the powers of the clerk.

The *president* of the board of education shall preside over all meetings of the board, appoint all committees approved by the board and sign all warrants approved to be drawn upon school funds.

The *vice-president* of the board of education shall perform all duties of the president in the event of his or her absence or disability, including presiding over all regular, special or emergency meetings of the board.

The *clerk* of the board of education shall notify board members of all board meetings and shall countersign all warrants drawn upon the treasurer of the district. The clerk, at the direction of the board, may destroy all claims, warrants, contracts, purchase orders, financial records, or documents relating to funds, including activity funds, if they have been on file for a period of five (5) or more years.

In compliance with state law, the clerk shall administer the Political Subdivisions Ethics Act, with respect to candidates for school district office. The clerk will oversee the filing of all campaign contributions and expenditure reports filed by school board candidates, including the name of each candidate's designated agent, and perform such other duties as the board may require and as permitted by law.

If appointed, the *deputy clerk* shall exercise the same powers as a clerk.

Prohibition on Nepotism

The board of education shall not consider for regular employment, nor shall it contract with, a relative within the second degree of consanguinity or affinity to a board member. The board may employ a substitute teacher or a temporary substitute support employee who is related to a board member within the second degree of affinity or consanguinity. 70 O.S. § 5-113.1

Employees of the Board

The following salaried district employees assist the board in the daily operation of the school system and assist the board in carrying out all legal business of the board of education (specific job descriptions and additional information may be found in Forms Appendix, Section 1200):

- Treasurer/Activity Fund Custodian
- Encumbrance Secretary/Minutes Clerk/Superintendent's Secretary
- Payroll Clerk/Business Office Secretary
- Independent School Auditor
- Superintendent

The board shall transact official business with professional staff members and other school employees only through the superintendent.

Board Treasurer/Activity Fund Custodian

The treasurer, under bond, shall be charged with the responsibility of caring for the funds of the district. The local treasurer, when required by the board of education, shall prepare and submit in writing a report of the condition of the finances of the district and shall produce at any meeting of the board all books and papers pertaining to the office of the treasurer.

The local treasurer shall maintain a separate cash ledger for each fund in the custody of the treasurer. Each collection and disbursement shall be entered in the cash ledger of the applicable fund. Additional ledgers shall be kept to record investments made from each fund. No treasurer shall pay out school district funds in the care of the treasurer except when warrants are signed by the proper district officials. This restriction shall not apply to sinking funds or the investment of school district funds.

The treasurer/activity fund custodian shall have the following performance responsibilities:

- Maintaining adequate files of paid warrants, voided warrants, paid bonds and coupons, canceled bonds and coupons, band and fiscal agency statements, including deposit tickets and paid checks, county clerk's remittance advice, copies of any directive from the county clerk or county excise board supplementing, changing or transferring appropriation balances, state board of education notices, school board resolutions, and investments made by the school treasurer with board approval.
- Keeping of activity accounts; keeping principals and sponsors aware of fund balances.

- Working with the assistant superintendent in preparing monthly activity fund reports for the board of education.
- Performing secretarial duties as directed by the superintendent or assistant superintendent.
- Receiving visitors, handling telephone calls and providing procedures and other details. Taking and delivering messages.
- Qualifying for and obtaining performance bond equal to or greater than the largest amount of money the treasurer shall have on hand at any one time.

Encumbrance Secretary/Board Minutes Clerk/Superintendent's Secretary

The board of education shall employ a *minutes clerk* to keep an accurate journal of the proceedings of the board of education and perform such other duties as the board of education or its committees may require. The minutes clerk shall be bonded in the amount of $1000.00.

No member of the board, superintendent, principal, instructor or teacher employed by the board shall be qualified to serve as minutes clerk. No member of the board, superintendent, principal, treasurer, instructor or teacher employed by the board shall be eligible to serve as encumbrance clerk. However, the minutes clerk may serve as the encumbrance clerk.

The minutes clerk shall keep complete records of board meetings to include the following:

- A complete record of members present and absent.
- All matters considered by the board.
- All actions taken by the board, including resolutions and motions in full.
- Minutes shall reflect compliance with Oklahoma Open Meeting Act.

Copies of the minutes of a meeting shall be sent to members of the board before the meeting at which they are to be approved. Corrections of the minutes may be made at the meeting at which they are approved. Permanent minutes shall be signed by the board president and the board clerk.

The *encumbrance clerk* of the board of education shall keep the books and documents of the school district and perform such other duties as the board of education or its committees may require. The encumbrance clerk shall be bonded in the amount of $1000.00.

The encumbrance clerk shall not authorize payment of any bill or invoice until satisfactory receipt of the services or merchandise and unless said bill or invoice is properly supported by an itemized invoice clearly describing each item purchased, the quantity of each item, its unit price and its total cost. The bill or invoice shall be filed in the encumbrance clerk's official records.

Payroll Clerk/Business Office Secretary

The payroll clerk/business office secretary has the following responsibilities:

- Preparing time sheets and payroll.
- Construction contracts.
- Payrolls and individual earnings records, including sick leave as well as withholding to government agencies.
- Teacher retirement.
- Annuities.
- Workers' Compensation.
- Unemployment
- Employee Insurance.

Independent Auditor

The independent auditor's term of office shall be at the discretion of the board of education. The auditor shall audit all school accounts from local, state and federal funds and make such reports as may be required by the board. All independent school auditors are to be selected from a list approved by the state department of education and approved by the local board of education.

Powers and responsibilities of boards of education are set forth in statute, found at 70 O.S. § 5-117. The general functions of the board of education are the powers delegated to the board by the State Legislature. Included in those powers is the authority to perform all functions necessary to the administration of the school district as specified in the Oklahoma School Law Statutes and, additionally, the powers necessarily implied but not delegated by law to another agency or official. Primarily, the board determines policies and makes decisions necessary to implement an effective education program. These policies and decisions are made according to state and federal laws, State Board regulations, court decisions and negotiated agreements with employee bargaining units. General functions of the school are the school program, financial control, school plant, community relations and personnel.

As the elected body responsible for the operation of the school district, the board has the task of carrying out the state's responsibility for the children's education in the local district. School laws enumerate the powers and duties of the board. The board has broad authority to establish school policies and may do many things in order to provide an education for the children it serves, even without specific statutory authority, if the power can be fairly implied from statute and is essential to the declared objectives and purposes of the school district.

Members of the board of education have the authority of a board only when acting as members of the board in legal session compliant with the requirements of the Oklahoma Open Meeting Act. The board will not be bound by any statements or action of an individual board member or school employee, except when such statement or action is in pursuance of board policy or specific instruction of the board, as recorded in board minutes.

Decisions approved by a majority of a quorum of the board, acting in a legal meeting of the board, shall be considered legal board decisions. A quorum shall consist of a majority of the board. A vote shall be either "aye," "nay," "present" or "abstain." A vote of "present" or "abstain" shall not be counted as either "aye" or "nay." However, in order for a motion to pass, "aye" votes must be made by a majority of the members present.

The board of education meetings may be held at such times as the members of the board agree upon and designate. The board will give notice in writing to the County Clerk by December 15 of the dates, times and places of regularly scheduled meetings for the upcoming calendar year. Special meetings may be called by the president of the board or by a majority of the board in legal session. Meetings are held in the board of education room of the Administration Building, except by previous agreement of the board to meet elsewhere. Members shall be notified by the superintendent of Schools of all meetings. Official business shall be transacted by the members only in a regular, special or emergency meeting.

The public will be notified of meetings and will be provided an agenda of each meeting in compliance with the requirements of Oklahoma law.

All regular, special and emergency meetings of the board of education shall be open to the public in compliance with the Oklahoma Open Meeting Act. The Oklahoma Open Meeting Act may be found beginning at 25 O.S. § 301.

At all meetings of the Board, a majority of the current members shall constitute a quorum to do business. A majority vote of those present shall suffice to pass any motion.

The president of the board shall maintain proper order in such meetings and will follow the agenda for each meeting. Patrons are not allowed to address the board unless pursuant an agenda item on which they are included and/or pursuant to the Public Participation regulations set forth below. Board members and administrative staff are not required to answer questions from the public, since doing so could be in violation of the Open Meeting Act. The board will not hear personnel complaints unless proper legal and administrative procedures concerning complaints have been followed.

No action will be taken by the board on any item addressed which is not on the agenda for the current meeting unless the issue is before the board legally as appropriate new business. New business is any matter which could not have been foreseen by the board, the staff or any patron prior to posting the agenda. New business is only allowed at regular meetings.

Executive sessions will be held only for the purposes of:

- Discussing the employment, promotion, demotion, disciplining or resignation of any or all of the employees of the school district;
- Discussing negotiations concerning employees and representatives of employee groups;
- Hearing evidence and discussing the expulsion or suspension of a student or students only when requested by the students involved or their parents, attorney or legal guardian;
- Discussing the purchase or appraisal of real property;
- To discuss matters involving a specific handicapped child;
- Confidential communications between the district and its attorney concerning a pending investigation, claim or action if the district, with the advice of its attorney, determines

that disclosure will serious impair the ability of the district to process the claim or conduct a pending investigation, litigation or proceeding in the public interest;

- Discussing any matter where disclosure of information would violate confidentiality requirements of state or federal law.
- To discuss the following:
  - The investigation of a plan or scheme to commit an act of terrorism;
  - Assessments of the vulnerability of government facilities or public improvements to an act of terrorism;
  - Plans for deterrence or prevention of or protection from an act of terrorism;
  - Plans for response or remediation after an act of terrorism;
  - Information technology of the District but only if the discussion specifically identifies:
    - Design or functional schematics that demonstrate the relationship or connections between devices or systems;
    - System configuration information;
    - Security monitoring and response equipment placement and configuration;
    - Specific location or placement of systems, components or devices;
    - System identification numbers, names, or connecting circuits;
    - Business continuity and disaster planning, or response plans, or
    - Investigation information directly related to security penetrations or denial of services, or
  - The investigation of an act of terrorism that has already been committed.
- For purposes of this section, "terrorism" means any act encompassed by the definitions set forth in Section 1268.1 of Title 21 of the Oklahoma Statutes.

Any vote or action on an item or items discussed in executive session must be taken in a public meeting with the vote of each member publicly cast and recorded.

The board wishes to hear the viewpoints of district citizens and considers the responsible presentation of these viewpoints vital to the efficient operation of the school system. The board also recognizes its responsibility to properly govern the school system and to conduct its business in an orderly, efficient and legal manner. As such, the following procedures have been established regarding public input from patrons:

- Any individual or group wishing to address the board must present a written request to the superintendent's office not later than 3:00 p.m. five working days before a board meeting. The request shall state the name(s) of the person(s) making the request, and a specific account of the matter to be discussed. If the matter is in the nature of a complaint, the person(s) must have first followed the procedures set forth in the board's policy on resolution of complaints before requesting to be heard by the board. The group or individual will be notified of acceptance of the request to speak and an appropriate agenda item will be added.
- Any group or individual given permission to address the board must adhere to a maximum time limit of two minutes. This may be extended by approval of the board.
- Groups of two or more persons must designate a spokesperson to speak for the group.
- The board will not vote on any matter discussed unless the agenda specifically calls for a vote on the item being addressed.
- Civility must be maintained at all times. This means that profanity, vulgarity and the like will not be tolerated. At its discretion, the board may utilize local law enforcement personnel to restore order if necessary.

Whenever a complaint is made directly to the board as a whole or to an individual board member, the individual or group involved will be advised to take the concern to the appropriate school staff member. The Board of Education will only hear complaints that have properly passed through the following channels:

- The individual or group will be advised of the proper channeling of complaints, which is as follows:
    - Teacher or staff member
    - Building administrator
    - Superintendent
    - Board of education

- The procedure for complaint resolution is as follows:
    - Step One – A complaint will first be discussed by the complainant and the person or persons against whom the complaint is registered with the object of resolving the matter informally.
    - Step Two – If the complaint is not satisfactorily resolved in step one, the complainant will submit his/her complaint in writing to the building principal, stating the reasons for the complaint and the relief desired. The principal will contact the complainant within five (5) working days of receipt of the written complaint to discuss the matter. Upon investigation, the principal will issue the complainant a written response stating the principal's decision and reasons therefor. Problems and questions concerning individual schools are appropriately directed to the principal at this level.
    - Step Three – If the complaint is not satisfactorily resolved in step two, the complainant will submit his/her complaint in writing to the superintendent of schools, stating the reasons for the complaint and the relief desired. The superintendent will contact the complainant within five (5) working days of receipt of the written complaint to discuss the matter. Upon investigation, the superintendent will issue the complainant a written response stating the superintendent's decision and reasons therefor. Problems and questions concerning the school system as a whole are appropriately directed to the superintendent at this level.
    - Step Four – If the complaint is not satisfactorily resolved in step three, within ten (10) working days of receiving the response from the superintendent, the complainant may appeal the matter to the board of education. This appeal, which should be addressed to the clerk of the board, shall be in writing and shall be accompanied by a copy of the responses from steps two and three. The board will address the matter at the next regularly scheduled board meeting, provided the appeal is received in time to place it on that meeting's agenda in compliance with the Oklahoma Open Meeting Act. The meeting will consist of input from the parties involved in each step of the complaint, and/or others the board may feel

are relevant to the issue. After the issue has been investigated, the board will issue a written decision to the complainant and parties involved at each step of the process.

*NOTE: The above procedure for handling complaints does not apply to cases involving student suspension or expulsion, grievances filed by teachers where a negotiated agreement is present, and/or cases regarding special education placement.

Planning the Annual Budget of the General Fund

The annual budget for the General Fund is planned carefully according to the detailed school budgetary plan as recommended by the U.S. Office of Education and adopted by the Oklahoma State Board of Education for use in Oklahoma Schools.

The Superintendent shall prepare the budget as soon as possible after it is released by the Washington County Excise Board. Such budget shall be adopted by the Board of Education.

The annual needs for the General Fund are first estimated, approved by the board of education, and published in January preceding the beginning of the fiscal year, along with the call for the annual school election held the fourth Tuesday in January. The detailed plans of the budget are completed later in the year just prior to the opening of the new fiscal year on July 1.

The annual budget for the General Fund is planned within the sources of incomes estimated for the school district for the coming fiscal year.

In planning a budget for the General Fund, the needs and requests from all the teachers and principals of the various schools for the new school year are studied; the building and grounds maintenance needs or various equipment needs are considered; the cost of utilities and other items of operation during the previous year are used as a guide; and the total amounts required for salaries and social security for all personnel are used. The budget is planned using supporting figures from previous experiences and the definite needs of the new year.

The budget is studied, approved, and published by the board of education in its final form early in July each fiscal year.

The general fund is audited at the close of the fiscal year by a certified accountant, and written reports of the audit are made to the board of education and to other state agencies as required by Oklahoma Law.

Federal Funds

The Caney Valley Public Schools qualify for Federal funds from several different acts of the U.S. Congress. Federal funds are made a part of the school General Fund with full accounting and auditing under that Fund.

Federal funds are used for the specific projects in accordance with the regulations and guidelines of the Acts of Congress, keeping in mind at all times that such projects and expenditures can be terminated by the U.S. Congress.

Activity Funds

Each activity must have an activity fund set up through the Activity Custodian. All money handled by activities, either receiving or disbursing, will be done through the activity fund account.

1. Requisitions for checks from the Activity Fund must be made on purchase orders obtained from the Activity Custodian.

2. Requisitions must be made at least one day prior to the expected check.

3. Purchasing Procedure: Purchase requisition forms may be obtained from the building secretary. All purchase requisitions must have the signature of the building principal before being submitted to the Activity Custodian. The principal is responsible for keeping the expenditure within the budgeted amount for the department. The following procedure must be followed:

    A. Fill out a requisition showing the supplier, merchandise, approximate cost, and the time needed.
    B. After securing the principal's signature, the requisition is to be turned in to the Business Office.
    C. Upon approval, a purchase order will be placed in your mail box. The purchase order will be given to the supplier at the time of purchase.
    D. Be sure to bring back the ticket and turn it in to the Activity Custodian.

4. All money collected must be receipted by the Activity Sponsor on an Activity Source Receipt. The Source Receipt will be in triplicate. One copy goes to the individual being receipted; one copy is to be turned in when the money is deposited with the Activity Fund Custodian, and one copy stays in the book for the sponsor's records. (These books are to be turned in at the end of the school year when the teachers check out.)

The Caney Valley Activity Fund is under the direction of and controlled by the Activity Custodian. The following activity fund accounts have been approved by the Caney Valley Board of Education:

Athletics
Band
Band Booster
CVAFA (Books)
Cheerleaders
Concession
CV Elementary
CV JR/SR Teachers
FFA

FHA
Foreign Language
Industrial Arts
Junior Class
Library
Math Club
Miscellaneous
National Honor Society
Publications
Petty Cash Elementary
Petty Cash Senior High
Science Club
Seniors
Special Education
Speech Club
Student Council Senior High
Post Graduates
TADD
Middle School
MS Cheerleaders
Academic
All Sports Booster Club
History Club

Any additional Student Activity Fund may be established only with Board approval.

The Caney Valley Board of Education shall review the authorized Activity Fund Accounts yearly.

Audit Trail for Activity Fund Accounts

1. Activity Source Receipt (Receipt books are to be obtained from the Activity Fund Custodian) – Any money generated for an Activity Fund Account is deposited with the sponsor of the account. Sponsor issues a Source Receipt. The Source Receipt will be in triplicate. One copy goes to the individual being receipted; one copy is to be turned in when the money is deposited with the Activity Fund Custodian, and one copy stays in the book for the sponsor's records. (These books are to be turned in at the end of the school year when teachers check out). All monies received should be turned into the Activity Fund Custodian in a timely fashion. There should never be money left in the classroom or office overnight. Money should be deposited in the Business Office prior to 11:00 a.m. daily.

2. Activity Fund Custodian's Receipt – Sponsor deposits the money with the Activity Fund Custodian. The custodian will then issue a receipt to the sponsor.

Fiscal Control

Audit of Records A certified accountant, approved by the State Department of Education and selected by the board of education shall audit all accounts annually as required by Oklahoma Law.

Bonding of Employees Employees of the school district handling activity funds shall be under one thousand dollar ($1,000.00)insurance bond or the equivalent. Employees handling activity funds would include individual building secretaries; the financial secretary; the principal, and the superintendent. The activity fund financial secretary shall be under five thousand dollar ($5,000.00) bond. The Activity Fund custodian shall be under five thousand dollar ($5,000.00) bond. The encumbrance clerk shall be under five thousand dollar ($5,000.00) bond. The treasurer shall be under seventy-five thousand dollar ($75,000) bond.

Investment Funds The treasurer shall in consultation with the superintendent of schools, maintain the district funds in interest earning accounts or instruments as authorized by law. All district investments must also be secured as provided by law.

Handling of General Funds All general fund monies shall be transmitted to the treasurer of the board of education for deposit into general fund account. The treasurer of the board of education will maintain all necessary records of deposit. As provided by law, all disbursements shall be in the form of legal warrants issued by the treasurer.

Handling of Activity Funds All monies collected by any department or agent of the school connected with a school activity shall be deposited in an activity fund account. The high school principal shall be the custodian of this fund, keeping all records. All monies shall be deposited daily, showing the purpose for which the money was received. A copy of the bank deposit slip, with an explanation of all deposits and receipt numbers will be sent to the activity fund custodian. Requests for expenditures shall be made through and approved by the custodian. The school auditor shall audit these activity accounts annually. (70 O.S.A. 5-129)

Sub-funds Each sub-fund must be approved by the board along with (1) all fund raising activities, (2) all purposes for which money may be spent. This includes all funds. The following accounts shall be established in the school activity fund. Each account shall have as its primary purpose the benefit of the student body and student organizations. Fund raising activities shall include those listed for each account as well as other fund raising activities approved by the board. Such request for fund raising activities must be made by the sponsor in writing and include the intended purpose of the monies raised.

Purchasing Authority

The Superintendent when directed shall be the purchasing agent for the school. Requisitions by the teachers for supplies should come through the Principal of the respective building to the Superintendent.

A Purchase Order must be secured from the Business Office and approved by the Superintendent for the use of Board of Education funds. All Purchase Order Requests for teaching supplies or equipment must be approved by building principals before being sent to the Superintendent for approval.

Written Records

The Encumbrance Clerk shall keep a written record covering all purchases. This record shall include a signed copy of order with time of payment.

Purchase Requisition Forms may be obtained from the building secretary and/or the Superintendent's Office. Complete the requisition showing the supplier, merchandise (either by itemizing a requisition or preferably attaching a completed order blank from the supplier), approximate costs, department, and person requesting purchase, etc. Any requisitions not completed properly and completely will be returned.

All purchase requisitions must have the signature of the building principal before being submitted to the Superintendent Office. Upon Superintendent's approval the purchase order will be processed (all orders will be placed through the Superintendent's Office).

An approved copy will be returned noting date ordered. Notification will be made if the requisition is denied (lack of funds, funds, improperly completed, etc.).

When merchandise is received the packing slip must be signed, dated, and sent to the Superintendent's Office the same day; if no packing slip is received, call the Superintendent's Office to notify them of the receipt of merchandise (make any necessary notations; if only a partial order is received, merchandise damaged, etc.).

If Purchase Order is carried (rather than mailed) and merchandise is picked up, tickets must be signed and returned to the Superintendent's Office the same day of the purchase. (Note: All tickets and invoices must show date, items purchased, and the full cost.)

Should any purchases be made without the proper ordering procedure outlined above, they will not be honored and the purchaser will be held personally accountable for any purchase amounts incurred.

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 contract information on its FCC Form 470.

5. Comply with the gift rules outlined in the FCC's 6th Report and Order.

Maintenance, Upkeep and Care

The school system buildings, grounds and equipment shall be maintained in the best condition of operation and appearance that the school district staff and budget will allow. Attractive facilities and proper upkeep are essential in the development of student and community pride. Thus, proper care will be a high priority. Custodial service will be responsible for maintaining the facilities properly. Students, staff and teachers must respect the custodial and maintenance staff's time and make every effort to help keep all areas as tidy as possible. Students, staff and teachers are strongly encouraged to clear desks and floor of paper, pencils, etc. at the end of each class period.

Acquisition and Disposal of School Property

In acquiring, improvement of or disposal of school facility site, buildings and equipment, preliminary studies shall be made to determine the educational need, the financial resources available and other conditions which need to be considered for determination of the best course of action. All property acquisition and disposal shall be in full compliance with state statutes and local board policy. Declaration of surplus property will be made by a vote of the board.

Use of School Facilities and Equipment

Use of buildings, facilities and equipment must be in keeping with the general program of education. Student curriculum and activities shall come first in the use of school property. School facilities shall not be used for commercial use or personal gain or profit.

Pursuant to Oklahoma law, the local board, pursuant to the district's regulations and conditions, may open any school building and permit the use of any property belonging to the district for religious, political, literary, community, cultural, scientific, mechanical, agricultural or parental involvement purposes and other purposes of general public interest. School districts are further permitted to make a reasonable charge for the use of school property.

The Caney Valley School District may bar use of district property, but if it does allow organizations to use its facilities for non-academic purposes, it may not discriminate against any comparable applicant in deciding who will and who will not be permitted to use school property.

The board of education has sole discretion in determining whether school property may be used for non-school purposes and/or by private organizations. Specific rules and regulations related to the use of district property may be found in this policy under the section General Information for Public, Patrons and Parents.

Recycling Program

It is the policy of the board of education to aggressively pursue procurement practices that encourage solid waste reduction and the profitable disposal of recyclable materials and compost and shall whenever possible procure products containing recycled materials.

Procedures:

1. The superintendent is therefore directed to cause a report to be submitted annually by December 31 of each year to the Director of Central Services on forms provided by the Department of Central Services. The report shall contain the following:
   a. The amount and type of waste paper and other recyclable materials collected and sold during the previous fiscal year;
   b. The amount and type of purchased recycled paper products and other products manufactured with recycled materials; and
   c. The total amount of monies collected and expended to implement the Oklahoma State Recycling and Recycled Materials Procurement Act.
2. The superintendent shall designate a recycling coordinator and register the coordinator with the Department of Central Services. The coordinator shall represent the school and coordinate with the Department of Central Services in the implementation of the rules and the Act.
3. When accepting bids, price preference will be extended to recycled products. Price preference is determined by the Director of Central Services and shall not exceed five percent (5%).
4. The superintendent will obtain the recycling catalog from Central Purchasing.

An exemption may be granted by the Director of Central Services upon the request of the school district showing a lack of market availability or that it is not economically feasible to follow and comply with the procedures and systems established by the Director of Central Services.

Pursuant to 70 O.S. Section 1-109, the Board of Education has adopted the following school-hours policy:

1. School shall actually be in session and classroom instruction offered for not less than one thousand eighty (1080) hours each school year.

2. The District shall notify the State Board of Education of this policy prior to September 15th of the applicable school year.

General Information

The board of education adopts this Policy Statement in connection with the Oklahoma Open Records Act (the "Act"), effective November 1, 1985.

This school district as a tax supported institution, recognizes that the public has a right to be fully informed concerning its operations. This 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 Statement, shall be open to any person for inspection, copying and/or mechanical reproduction during the 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.

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

- Records which can be kept confidential under federal or state law as designated in Section 5 of the Act.
- Personnel records which relate to internal personnel investigations including examination and selection material for employment, hiring, appointment, promotion, demotion, discipline or resignation.
- Personnel records where disclosure would constitute a clearly unwarranted invasion of personal privacy such as employee evaluations, payroll deductions, or employment applications submitted by persons not hired.
- If disclosure would given an unfair advantage to competitors or bidders, the following: bid specifications for competitive bidding prior to publication; contents of software (but not the data thereon); and appraisals relating to the sale or acquisition of real estate prior to the award of a contract.
- Except for the fact that a communication has been received and that it is or is not a complaint, personal communications received from a person exercising rights secured by the Oklahoma or United States Constitution. Any response to such personal communications shall be confidential only to the extent necessary to protect the identity of the person exercising the right.
- Individual student records, except for: (a) statistical information not identified with a particular student if such information is maintained in a composite form and (b) directory information as defined in the Act, if, pursuant to the Family Educational Rights and Privacy Act that information (1) has been designated by the School District as directory information and (2) parents have been notified of and have not exercised their non-release rights.
- Teacher lesson plans, tests and other teaching materials.

- Personal communications concerning individual students.
- Prior to taking action, including making a recommendation or issuing a report, personal notes and personally created materials of school district personnel, excluding departmental budget requests, prepared as an aid to memory or research leading to the adoption of a school district policy or school district project.

The board of education hereby designates its superintendent or if such person is not available during regular business hours, then the superintendent's office secretary as the person authorized to release non-confidential public records for inspection, copying or mechanical reproduction.

The school district shall charge reasonable fees to recover the direct cost of document copies. Reasonable document search fees shall be charged as permitted by the Act. The schedule of fees will be posted in the superintendent's office. The district will make every effort to provide public requests within five (5) working days of the request.

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 board of education.

Fee Schedule

The board of education adopts this policy statement in regard to a fee schedule related to duplication of public records.

- Research time will be charged at the rate of $10.00 per hour. A minimum fee of $5.00 (1/2 hour) will be charged for research time.
- Photocopies will be charged at the rate of $.25 per copy.
- Payment for public record fees will be pre-paid by the requesting party and receipted by the school district. Returned checks will constitute an additional charge of $25.00.
- The school district will make every effort to compile the requested public information within five working days of the request.

School policies are statements setting forth the goals of the Board of Education, along with specific rules and regulations pertaining to the district, its employees, students and patrons. School policies serve as guidelines for the successful and efficient functioning of the school system. They create a framework within which the administrative staff can successfully discharge its responsibilities in organizing and carrying out a sound educational program.

Policies may be cooperatively developed by the Board of Education working with the administration, students, teachers and parents, but the final authority rests solely with the Board. The execution of school policy is the responsibility of the superintendent and administrative staff.

Policies that affect individual schools will sometimes be listed in Building Handbooks. All Student Handbooks are approved during the June Board meeting and are therefore an extension of the Board Policy Book.

A Board policy may be added or an existing policy may be amended or deleted at any Board meeting by the approval of a majority of members present, provided such action is properly included on the agenda of that meeting.

Any changes in Board policies shall be effective immediately unless otherwise stated in the policy and will supersede and negate in all respects any prior policies which are in conflict with the new policies. The Board of Education Policy Book is generally reviewed yearly during the June or the July Board of Education meeting and new policies, if any, are approved at that time. Additions or changes to Board policy may also be made at any time during the school year as determined necessary by the Board.

In certain circumstances, the operation of any section or sections of Board policies not established and required by law or vested by contract may be temporarily or permanently suspended by a majority vote of the Board members present at a regular, special or emergency meeting.

In cases where action must be taken in the absence of specific guidelines established by Board policy, the superintendent will have the authority to act. In such cases, the superintendent will use his/her best judgment based on what the superintendent reasonably believes the policy would be if it existed. Such emergency policy decisions will be reported to the Board president as soon as practical and to the Board of Education at its next meeting. The Board will then determine whether a permanent policy should be established.

SECTION 200
ALL DISTRICT EMPLOYEES

The personnel employed by the district constitute the most important resource for effectively conducting a quality learning program. All staff members make important contributions to a successful education program. The district's program will function best when it employs highly qualified personnel, conducts appropriate staff development activities, and establishes policies and working conditions which are conductive to high morale and which enable each staff member to make the fullest contribution to district programs and services. Following are some of the goals of the district's personnel program:

- To develop and implement those strategies and procedures for personnel recruitment, screening and selection which will result in employing the best available candidates, i.e., those with highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the district's learning program.
- To develop general a deployment strategy for greatest contribution to the learning program, and to utilize it as the primary basis for determining staff assignments.
- To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
- To provide positive programs of staff development designed to contribute both to improvement of the learning program and to each staff member's career development aspirations.

Teachers:

All teachers on regular contracts shall be considered and retained, or notified of a recommendation for nonretention, prior to the first Monday in June of each year. In accordance with Oklahoma continuing contract law, found at 70 O.S. § 6-101, teachers on regular contracts who have not been informed to the contrary prior to the first Monday in June, and who have not notified the District within fifteen days after the first Monday in June that they do not wish to be employed for the next school year, are to consider themselves employed for the ensuing school year on a continuing contract basis.

Support Employees:

The district, no later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later, shall give reasonable assurance of employment in writing to any support employee that the school intends to employ for the next school year.

The Superintendent shall recommend candidates for administrative, support, and certified positions. The appropriate principal(s) may be consulted regarding the employment and retention of teachers. In every case, the Superintendent will make the final decisions as to whether or not a candidate will be recommended.

Minimum position requirements must be established for each vacancy and recorded before accepting any applications. Teacher and/or administrator vacancies may be advertised within the Caney Valley system to fit a particular school need, if deemed necessary. Vacancies may be filled by transfers within the system. In this case, there is not a vacancy until all transfers are complete.

Among other requirements for employment, the Superintendent shall ensure that prospective employees produce legally sufficient documents showing citizenship status. The superintendent may develop rules and regulations governing employment practices. Such rules and regulations, if developed, must be approved by the Board of Education and shall become a part of this policy.

In the event the Board decides not to employ a candidate who is recommended by the Superintendent, the Superintendent will make further recommendations to the Board until a selection is made.

Equal Opportunity Employment

The Caney Valley Public Schools is an equal opportunity employer, and will abide by all pertinent state and federal laws, and all applicable EEOC regulations. It is the policy of the Caney Valley School District to provide equal opportunities without regard to race, color, national origin, sex, age, qualified handicap, or veteran status in its educational programs and activities. Caney Valley School District does not discriminate on the basis of race, color, national origin, sex, age, qualified handicap, or veteran status. The employment of any person with this school district shall not be made or excluded on the basis of age, sex, race, religion, national origin, handicap, pregnancy, parenthood, marriage, or for any other reason not related to individual capability to perform in the position for which he/she applies.

Citizenship Verification Procedure

In accordance with the policy of the Board of Education, the following procedure shall govern the processing of applications for employment with the school district: All applicants for employment, whether solicited or unsolicited, must produce sufficient and satisfactory identification which shows United States citizenship, or in the case of applicants who are not United States citizens, authorization to seek and hold employment in the United States. A birth certificate accompanied by an official identification card bearing a photograph and/or fingerprints will be considered as sufficient and satisfactory identification to establish United States citizenship.

If the applicant is not a United States citizen, one or more of the following documents will be sufficient to establish identity:

- United States passport.
- Certificate of United States citizenship.
- Certification of naturalization.
- A current, valid passport issued by a foreign country if the passport contains an unexpired endorsement of the Attorney General of the United States authorizing the individual to obtain employment.
- Resident alien card (Green card) or other registration card if the card contains a photograph of the applicant and appropriate identifying information.

In addition to the documents listed above, the non-United States citizen applicant must possess one of the following forms of employment authorization:

- INS Form I-94, which is an Immigration and Naturalization Service form evidencing an alien's admission into the United States with employment authorization.
- Permanent resident approval letter giving employment authorization.
- Official letter from the INS providing authorization to hold employment.

Any documentation considered sufficient and satisfactory for purposes of employment must be copied and the copy retained in the applicant's employment file. The copies will be retained for a period of three years or for one year following the termination of the person's employment, whichever is sooner.

Vacancies, Interviewing and Selection

Handling of vacancies:

- A position vacancy must be declared by the Superintendent of Schools and a need established to employ a person to fill that vacancy.

Position Requirements:

- Minimum position requirements must be established for each vacancy and recorded before accepting any applications. (Example: Certification requirements, experience required, etc.)

Filling of Vacancy:

- Teacher and/or administrator vacancies may be advertised within the Caney Valley system to fit a particular school need, if deemed necessary. Vacancies may be filled by transfers within the system. In this case, there is no vacancy until all transfers are complete.

Accepting Applications:

- Applications will be accepted for the current calendar year and must be updated each calendar year.

- Applications will be taken year round and kept on file in the Superintendent's office for one year. If a vacancy occurs, these applications may be reviewed for qualified personnel. When no transfer is made and no qualified applicants are on file, the position may be listed with university placement offices in the State.

Interviews:

- Interviews will be requested of those applicants who, on the basis of their screened application, qualify for the position that is open. If more than three applicants qualify for the open position, the School District may, at its option, interview only the top three applicants for the position. A completed application does not guarantee an interview.

Record of Declared Vacancy:

- A file will be kept on each declared vacancy and must include:
    - Vacancy
    - Position requirements
    - Applications considered
    - Interview notes
    - A stated reason for the selection of the applicant employed
- The file for each vacancy will be kept for three (3) years in the office of the Superintendent.

Procedure in Selecting Personnel:

- The time and method of employment of the Caney Valley School District #18 of Washington County, shall be as follows:
    - At the regular meeting of the Board of Education during the month of December the Board is to consider the selection of a Superintendent of Schools. It shall be the duty of said Superintendent to accept or reject employment on or before the regular meeting in February.
    - At the regular Board of Education meeting during the month of February, it shall be the duty of said Board of Education to consider the Principals as recommended by the Superintendent of Schools. It shall be the duty of the Principals to accept or reject employment on or before the regular Board Meeting in April.
    - At the regular meeting of the Board of Education during the month of April, it shall be the duty of said Board of Education to consider the selection of teachers. It is the duty of the Principal to recommend his/her teachers to the Superintendent before the teachers are recommended by the Superintendent to the Board of Education.
    - All Teachers not employed on temporary contracts are automatically re-employed if not notified in writing before the first Monday in June that the Superintendent has recommended or that the Board is considering non-renewal of their contract.

Felons/Sex Offenders and Employment

The board of education, in order to comply with state law regarding felons and sex offenders, shall:

1. Require every person or business making a contract with the school district, for service to be performed on school premises during normal school hours, to sign a statement declaring that no employee working on the school premises under the authority of the person or business has either been found guilty of (1) a felony offense during the previous ten years or (2) any sex offense subject to the Sex Offenders Registration Act of any state or the federal sex offender registration provisions. If, however, there has been a pardon for the felony offense, this provision shall not apply. Also, this provision shall not apply to volunteers, persons performing community service hours under court order or persons performing services under a supervised work release program. Provided, however, persons performing community service hours or services under work release shall not be allowed to work on school premises at any time after having been convicted of a sex offense subject to any Sex Offenders Registration Act or the federal sex offender registration provisions.
2. Dismiss or not reemploy, unless a pardon has been issued, any teacher, support employee or administrator who, during the term of employment, is convicted of any sex offense subject to the sex offenders registration act of any state or the federal sex offender registration provisions or who is convicted of any felony offense.

The board understands that it is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person to knowingly and willfully allow such employment. Upon conviction, the violator shall be guilty of a misdemeanor and may also be liable for civil damages.

Employee Records Investigation

General

Pursuant to 70 O.S. § 5-142, the district shall request a national criminal history record check for any person seeking employment with the school. The prospective employee shall be notified of this requirement at the time of interview. Additionally, the district may initiate such a check of any current employee, in writing, to the State Department of Education.

For the criminal history record check, the prospective employee will be required to furnish his/her fingerprints to the Oklahoma State Bureau of Investigation (OSBI) and must pay to the OSBI the cost of the records search up to $50.00.

If the applicant for employment meets all other criteria for employment in this school district, the applicant may be employed on a temporary basis for up to sixty (60) days pending receipt of the criminal history record search results. By law, the temporary employment of the prospective employee shall terminate after sixty (60) days unless the school district receives the results of the national criminal history record check. The sixty-day employment period shall begin on the first day the prospective employee reports for duty at the employing school district.

If the applicant is offered permanent employment following the review of the records search, the OSBI search fee, if any, will be reimbursed up to a maximum of $50.00.

Teachers

Any person who has been employed as a full-time teacher by a school district who applies for employment as a full-time teacher in another school district may not be required to have a national criminal history background check completed if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was employed stating the teacher left in good standing.

Any person who has been employed as a substitute teacher by a school for a minimum of five (5) years preceding an application to be employed as a full-time teacher may not be required to have a national criminal history record check completed if the teacher can produce a copy of a national criminal history record completed within the preceding five (5) years and a letter from the school district in which the teacher was employed as a substitute teacher stating that the teacher left in good standing.

Substitute Teachers

In the case of substitute teachers, the teacher shall not be required to provide more than one criminal history record check each year. If the substitute teacher teaches in more than one school district, this district shall share results of criminal history record searches when requested.

In the event a substitute teacher has taught in the district the previous year, the board may choose whether to require a national criminal history record check from that teacher for the current school year.

Any person employed as a full-time teacher by a school district in this state in the five (5) years immediately preceding an application for employment as a substitute teacher may not be required to have a national criminal history record check, if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was last employed stating the teacher left in good standing.

Any person employed as a full-time teacher by a school district in this state for ten (10) or more consecutive years immediately preceding an application for employment as a substitute teacher in the same school district may not be required to have a national criminal history record check for as long as the person remains employed for consecutive years by that school district as a substitute teacher, if the teacher left full-time employment in good standing. If the teacher applies for employment as a substitute teacher in another school district, a national criminal history record check shall be required."

Student and employee safety is a paramount concern to the Board of Education. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the board of education shall not tolerate the manufacture, use, possession, sale, distribution or being under the influence of drugs or controlled substances by an employee while in performance of his/her job functions. Nor shall the board tolerate the use of, or being under the influence of, alcohol by an employee while in performance of his/her job functions. Any employee who violates this policy will be subject to disciplinary action which may include employment termination.

Employees and applicants will be drug screened/tested in compliance with state and federal law. Generally, testing/screening applies to employees who are in "safety-sensitive" positions. "Safety sensitive" is defined as a position in which the employee transports students or other district personnel, such as bus drivers and student activity sponsors and/or an employee who is responsible for the transport of hazardous materials. Those employees to whom testing applies will be given the district's testing procedures and will be required to sign a consent form for any such screening/testing. Random testing of employees in safety-sensitive positions will occur from time to time.

The district may also test employees upon reasonable suspicion of the use of drugs or alcohol. Reasonable suspicion involves a judgment made regarding the employee's behavior, appearance, speech, body odor, or evidence found or reported and may be based on circumstances either directly observed or particular incidents which may indicate such suspicion.

Drug/alcohol testing will be required when an employee in performance of a safety-sensitive function either contributes to or cannot be completely discounted as a contributing factor to an accident in which there is a loss of human life or where the driver received a citation under state or local law for a moving violation arising from the accident.

Each employee of this school district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy, and will notify the superintendent of any criminal drug statute arrest and/or conviction for a violation occurring in or on the premises of this school district, or while engaged in regular employment elsewhere. Such notification must be made by the employee to the superintendent no later than five days after arrest and/or conviction. The superintendent will provide notice as necessary to the Impact Aid Program, United States Department of Education, or other appropriate government agency after the superintendent receives such notification.

Following receipt of the above notification, the district will take appropriate disciplinary action which may include the initiation of statutory procedures for suspension, demotion, termination or nonreemployment, and/or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program at the employee's own expense.

Each employee will attend a district drug-free awareness program at which employees will be informed about the dangers of drug abuse in the workplace; this policy of maintaining a drug-free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The board of education recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such facility or agency is available. Any such treatment will be rendered at the employee's own expense.

When it is evident or reasonably suspected that a staff member has consumed alcoholic beverages and/or drugs on or off school property and/or before a school activity, the staff member will not be allowed on school property or to participate in the school activity. Staff members who violate this regulation will be subject to the same penalties when consumption is off school property as those for possession or consumption on school property.

The board of education hereby commits itself to a continuing good faith effort to maintain a drug-free workplace.

The Caney Valley Public Schools has the responsibility for providing a safe, healthy and efficient work environment for all safety sensitive employees. In an effort to enhance the personal well being of the Caney Valley Public Schools employees and their immediate family members and to contain the rising health care premiums of its work force, the Board of Education of Caney Valley Public Schools has chosen to make an Employee Assistance Program (EAP) available to all safety sensitive employees and their family members.

- The EAP will be available for use on a voluntary basis as well as for mandatory referrals.
- The EAP will provide assessment and referral services.
- The EAP will offer thorough and complete confidentiality
- The Superintendent of Caney Valley Public School shall be responsible for oversight and maintenance of the EAP and will provide, with the support of Behavioral Service Centers of Oklahoma, Inc., high level direction and promotion of the EAP.
- The EAP will provide training and education for all safety sensitive employees on how to utilize the program and will provide additional training and education for supervisors who will be allowed to make mandatory referrals.

Procedure

The EAP "Supportline" 800# will be coordinated by an external agency, Behavioral Service Centers of Oklahoma, Inc. This program will include a toll-free 800 number, available 24 hours a day to be answered by a master's level mental health professional who will provide telephone counseling, and if requested by the caller, referral to appropriate services for further assistance. The 800# and the policy will be provided to each individual safety sensitive employee and be available on school district bulletin boards.

Voluntary Referral

The EAP will be available to all safety sensitive employees and immediate family members to utilize at their own discretion as needed. Unlimited access is available. This process will involve the employee or family member merely dialing the 800 number and discussing the problem with a mental health professional. If requested by the caller and/or if appropriate, a referral will be made to appropriate resources to deal with the problem.

Mandatory Referral

Mandatory referrals may be made to the EAP by the supervisors of Caney Valley Public Schools. A mandatory referral shall be the result of a documented problem or problems related to poor job performance on the part of the employee. If a mandatory referral is made by a supervisor, the referral form shall be completed by the supervisor, signed by the employee and the form forwarded to the Superintendent of Caney Valley Public Schools. The Superintendent of Caney

Valley Public Schools will contact the EAP counselor to alert them to the required contact. The employee will have 48 hours from after signing the referral form to contact an EAP counselor by calling the 800 number and setting up a face-to-face meeting with appropriate referral sources. The EAP counselor will confirm contact from the employee by notifying the Superintendent of Caney Valley Public Schools. Failure to contact the EAP counselor within 48 hours without just cause may be grounds for disciplinary action, including termination. In the case of a mandatory referral for drug testing, the supervisor will accompany the employee to be tested to the testing site.

Confidentiality

The Employee Assistance Program Administrator (Behavioral Service Centers of Oklahoma, Inc.) shall maintain only those records necessary to comply with the program. After a supervisor refers an employee to the EAP, the EAP will maintain all records necessary to carry out its duties. All medical and/or rehabilitation records concerning the employee's problem, including the employee's identity, diagnosis, prognosis, or treatment are confidential and may be disclosed only when authorized through written consent of the employee.

Leave Allowances

Voluntary Referral – Employees will be allowed to utilize their accrued sick leave or accrued vacation leave to voluntarily access the EAP, should such appointment(s) be necessary during their normal working hours. Caney Valley Public Schools would encourage employees to pursue assessment and counseling during off duty hours whenever possible.

Mandatory Referral – Employees' vacation and sick leave will be used for referral and assessment sessions which are mandated by the employee's supervisor, or the Superintendent of Caney Valley Public Schools. Further, counseling activities beyond referral and assessment will be the responsibility of the employee.

Training and Education

The EAP will provide an initial training and education program for employees to familiarize them with the program and its process. Behavioral Service Centers of Oklahoma, Inc. will provide two additional hours of training and education for supervisors to provide background on drugs and information for appropriate mandatory referrals through documented job performance incidents. As a result of this training, a supervisor may determine whether an employee may be drug tested for reasonable cause.

All persons, including all employees, shall comply with the Smoking in Public Places Act, 70 O.S. § 63-1-1521 to 1527, which prohibits smoking, the use of snuff, chewing tobacco or any other form of tobacco product in the buildings and on the grounds of Caney Valley Public Schools by all persons including, but not limited to, full-time, part-time, and contract employees, during the hours from 7:00 a.m. to 4:00 p.m., during the school session or when class or any program established for students is in session.

Employees are strictly prohibited from smoking or using any other form of tobacco product on school property *at any time*. Violation of this regulation will result in disciplinary action.

It shall be unlawful for any person to have in his/her possession on any public or private school property or while in any school bus or vehicle used by any school for transportation of students or teachers any weapon designated in Oklahoma Statutes as "...any pistol, revolver, shotgun or rifle whether loaded or unloaded or any dagger, bowie knife, dirk knife, switchblade knife, spring-type knife, sword cane, knife having a blade which opens automatically by hand pressure applied to a button, spring, or other device in the handle of the knife, blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon, whether such weapon be concealed or unconcealed," except as provided below or as otherwise authorized by law.

"School property" as it relates to the weapons prohibition means any publicly or privately owned property held for purposes of elementary, secondary or vocational-technical education, and shall not include property owned by public school districts or private educational entities where such property is leased or rented to an individual or corporation and used for purposes other than educational.

Exception: Firearms and weapons *are* allowed on school property and are deemed *not* in violation of this policy as follows:

1. A gun or knife designed for hunting or fishing purposes kept in a privately owned vehicle and properly displayed or stored as required by law, or a handgun carried in a vehicle pursuant to a valid handgun license authorized by the Oklahoma Self-Defense Act, provided such vehicle containing said gun or knife is driven onto school property only to transport a student to and from school and such vehicle does not remain unattended on school property;
2. A handgun in a vehicle driven onto school property by the holder of a valid handgun license, provided that the handgun is stored and hidden from view and the vehicle is locked if it is to be unattended;
   A gun or knife used for the purposes of participating in the Oklahoma Department of Wildlife Conservation certified hunter training education course or any other hunting, fishing, safety or firearms training courses, or a recognized firearms sports event, team shooting program or competition, or living history reenactment, provided the course or event is approved by the principal or chief administrator of the school where the course or event is offered, and provided the weapon is properly displayed or stored as required by law pending participation in the course, event, program or competition;
3. Weapons in the possession of any peace officer or other person authorized by law to possess a weapon in the performance of their duties and responsibilities.
4. A gun, knife, bayonet or other weapon in the possession of a member of a veterans group, the national guard, active military, the Reserve Officers' Training Corps (ROTC) or Junior ROTC, in order to participate in a ceremony, assembly or educational program approved by the principal or chief administrator of a school or school district where the ceremony, assembly or educational program is being held;

provided, however, the gun or other weapon that uses projectiles is not loaded and is inoperable at all times while on school property.

The board of education is strongly committed to providing a safe environment for staff and students in relation to communicable diseases. Medical evidence indicates that Acquired Immune Deficiency Syndrome ("AIDS") is a communicable disease. This policy governs the procedures and regulations of this school district when dealing with an employee who has been identified by a competent medical authority to have AIDS, AIDS Related Complex ("ARC"), tests positive for AIDS antibodies or has any other life threatening communicable disease capable of being transmitted in the school environment (referred to herein as "Other Life Threatening Communicable Diseases"). This policy will insure confidentiality and nondiscrimination.

No employee will be dismissed or have his contract not renewed merely because he has AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases.

Upon identification of the employee by a competent medical authority as having AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases, the following procedures will be observed:

- The superintendent shall immediately request the employee to provide a comprehensive written statement from the employee's personal physician regarding the employee's current health condition. It shall be the duty of each employee to provide such information to the superintendent. Willful failure to do so may lead to dismissal or non-renewal of an employee's contract.
- Any decision regarding the employee's status shall be based upon the best medical evidence available. The superintendent of schools or his designee, the employee and the employee's personal physician and a district appointed medical officer (a medical doctor or doctor of osteopathy) shall meet and confer to determine the extent to which reasonable accommodation of the employee may be necessary due to the employee's condition. Unless the medical experts are of the opinion that the employee's condition could reasonably present a hazard of infection to students or other employees, the employee will be permitted to continue the employee's usual duties. If the employee's condition could reasonably present a hazard of infection to students or other employees, the school district will consider assigning the employee to other available duties for which the employee is qualified at no reduction in pay.
- The employee is required to provide the superintendent of schools with periodic written comprehensive reports from the employee's personal physician as to the employee's current health condition. The frequency of such reports will be determined in each case by the medical representatives of the employee and the School District.
- Any employee may apply for and be granted a leave of absence without pay when approved by the superintendent of schools, upon the advice of the employee's personal physician and, when deemed appropriate, a district medical officer.
- An employee may request and be granted return from a leave of absence without pay when approved by the superintendent of schools upon the advice of the employee's personal physician, and, when deemed appropriate, a district medical officer.

- Confidentiality requirements in regard to information about any employee infected with AIDS, ARC, antibodies for the AIDS Virus or Other Life Threatening Communicable Diseases shall be respected.

This school district forbids discrimination against any employee or applicant for employment on the basis of sex. The Board of Education will not tolerate sexual harassment by any of its employees. This policy also applies to non-employed volunteers whose work is subject to the control of school personnel.

General Prohibitions:

- Unwelcome Conduct of a Sexual Nature
- Conduct of a sexual nature may include verbal or sexual advances, including subtle pressure for sexual activity, touching, pinching, patting, or brushing against, comments regarding physical or personality characteristics of a sexual nature, and sexually-oriented "kidding" "teasing," double meanings, and jokes.
- Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
- An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

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

- Submission to the conduct is made either an explicit or implicit condition of employment;
- Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- The conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile or offensive work environment.

Specific Prohibitions for Administrators and Supervisors:

- It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

Specific Prohibitions for Non-administrative and Non-supervisory Employees:

It is sexual harassment for a non-administrative and non-supervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.

Report, Investigation and Sanctions

It is the express policy of the board of education to encourage victims of sexual harassment to come forward with such claims.

Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the alleged offending person, the report will be made to the next higher level of administration or supervision.

Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.

Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of sexual harassment involving employees.

Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural and due process requirements.

REFERENCE: Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000e-2
29 C.F.R. 1604.1, et seq.

The board of education wishes to make the school workplace as positive and productive for faculty and staff as possible. Therefore, the board hereby establishes a procedure for employees to have individual concerns or grievances relating to their terms and conditions of employment addressed in a professional and orderly fashion.

This procedure is designed to solve individual problems on as low a level as reasonable and as quickly as feasible in an attempt to prevent minor problems from becoming major ones. The final authority in resolving such grievances is the board of education.

Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to issues that may arise with respect to an employee's terms and conditions of employment.

Definitions

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

Procedure

1. Level I – Informal Resolution via Immediate Supervisor
    a. An employee with a grievance shall first discuss the concern individually with the immediate supervisor within ten (10) days of the alleged violation, citing the specific policy or regulation alleged to have been violated, with the objective or resolving the grievance informally. No written record will be made. However, a memo signed by both parties giving the date of the meeting shall be prepared.
2. Level II – Formal Resolution via Immediate Supervisor
    a. If the employee is not satisfied with the discussion of the grievance at Level I, the employee may file the grievance with the immediate supervisor in writing, using the official form which is a part of this procedure (which may be found in the Forms Appendix), within five (5) days of the Level I meeting.
    b. The immediate supervisor shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant with five (5) days of the meeting.
3. Level III – Formal Resolution via Superintendent
    a. If the grievant is not satisfied with the disposition of the grievance at Level II, he or she may file an appeal with the superintendent in writing, using the official

grievance form which is a part of this procedure (which may be found in the Forms Appendix), within five (5) days of the Level II response.

b. The superintendent or the superintendent's designee shall schedule and hold a meeting with the grievant within ten (10) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

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

<u>General Provisions</u>

1. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
2. Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance by the grievant of the decision at that level.
3. Failure at any level of this procedure to respond to a grievance within the specific time limits shall permit the grievant to appeal to the next level.
4. Time limits at any level may be extended by mutual agreement, and such agreements shall be made in writing and placed in the record for that grievance.
5. A grievance which arises from an action of an authority above the level of immediate supervisor may be initiated at Level III of this procedure.
6. Evidence and testimony presented by the grievant at any level of this procedure shall be limited to that which was presented at previous levels.
7. Copies of official grievances, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of the grievant.
8. No reprisals shall be taken against the grievant or other participants in the grievance procedure by reason of such participations.

Employees of the Caney Valley School District are generally not allowed to leave the school premises with any property of the school district. Such property includes, but is not limited to, computers and associated peripheral devices, computer software, office equipment, office supplies, machinery, tools, furniture, etc.

However, in limited circumstances, exceptions to this rule may be made by the Superintendent. Exceptions to this rule will be made on a case-by-case basis. Exceptions will only be made when the employee sufficiently demonstrates to his/her Superintendent that allowing school property to be used off-premises will enhance or promote the educational opportunities of the students. Under no circumstances will school property be allowed off-premises for the personal use and/or gain of the employee.

Any employee wishing to have exception made to this rule must submit a Property Check-Out Request form (available in the Superintendent's office) to his/her Superintendent not later than the beginning of the school day prior to the day when the property is to be checked out. The Superintendent will review the request and inform the employee of the decision. In the event that the Superintendent is not available at the site to make the determination, no property will be checked out until the Superintendent returns and can review the request.

Under no circumstances will property be checked out for more than five (5) days at a time. In the event that an employee wishes to check out the same property at the end of five days' time, the employee must first return the property to the district and then re-submit a Property Check-Out Request form. At that time, the employee must be able to justify the need for continued use of the school property before said property will be checked out.

Upon return, the property must be in the same condition as it was when checked out. If an employee damages or causes the loss of any checked-out property, the employee shall be liable for repair or replacement costs of the damaged property.

Checked-out property is merely on loan to the employee and at all times remains the exclusive property of the district. In the event an employee in the possession of checked-out school property is dismissed or resigns, any checked-out property is to be returned immediately to the appropriate site. If said property is not returned within 24 hours of termination or resignation, the district will initiate court proceedings against the former employee for return of the property or for the property's replacement value, plus damages.

Individuals who are provided a school vehicle must maintain a mileage and expense record to be turned in monthly to the transportation director.

All out of town trips will be logged, with the purpose of trip, mileage of trip, and gasoline usage information.

These vehicles are to be used only for school business as related to the individual position and not to be used for personal trips.

The maintenance mechanic is to be contacted periodically and will service all of these vehicles.

The Board of Education may permit the use of school owned vehicles for specific community activities. Such application must be made in writing through the office of the superintendent.

The Caney Valley ISD will reimburse employees who have been required to travel during work hours or at the request of the district for their mileage at the rate set by the board for the current school year. Reimbursement will also be made for expenses incurred by an individual employee on behalf of the district, and at the direction of the district. Such expenses include air, bus, taxi or train fares and car rentals; meals, unless the board has established a per diem system; hotel or motel accommodations; registration fees and meeting expenses. A purchase order with the building principal and the superintendent's prior approval must be on file before any remuneration will be made. Reimbursement will be made on approval by the board of education after proper presentation of supporting documentation.

Rules Governing Requests for Reimbursement:

- Requests must be made within 30 days after the travel. No request will be allowed after the end of the fiscal year in which the travel occurred.
- Reimbursements will be made only for the actual amount of out-of-pocket expenses paid by the employee. Reimbursement for such expenses made for non-overnight travel shall be taxable income to the employee, per IRS regulations.

To obtain reimbursement for travel expenses, the employee must:

- Request and complete, prior to travel, a purchase order from the building principal through the superintendent's office with an estimated cost of travel.
- Prepare a memo to the board with attached purchase order accompanied by receipts and travel claims. Insufficient documentation will result in denial of claims.
- At the board meeting following submission of documentation, the board will consider the reimbursement request and authorize the treasurer to issue a warrant for the amounts deemed appropriate by the board. Any decision to reimburse or deny reimbursement is solely within the board's discretion and such decision is final.

To the extent possible and authorized by law, the Superintendent of Schools may make arrangements for the issuance and use of credit cards consistent with the provisions of this policy. The Encumbrance Clerk will serve as the Credit Card Custodian and govern the issuance of Credit Cards and the maintenance of a Credit Card Log.

Whenever expenses or travel expenses are incurred for the School District, and it is impractical to obtain a warrant for payment, an employee who is authorized to use a School District credit card, may use the credit card to satisfy the vendor's invoice.

As soon as practical after the credit card charge is incurred, the person who used the card must submit a memorandum to the Board Treasurer explaining the charge and purpose therefore and attach to the memorandum the credit card slip, travel claim and the receipt issued by the vendor. This supporting documentation must be submitted prior to the end of the next Credit Card Company billing cycle and must be submitted prior to the end of the fiscal year in which the vendor's receipt was issued. Failure to submit a timely claim may result in denial of the charge by the School District and may subject the person who made the charge to personal liability for the amount of the charge.

When the monthly statement is received by the School District from the Credit Card Company, it will be reviewed by the Credit Card Custodian for completeness and accuracy. The Credit Card Custodian will then present the supporting documentation and statement to the Superintendent of Schools, or his designee, for review. The Superintendent will advise the Board Clerk to list payment of the statement on the next available Board meeting.

At the next available Board meeting, the Board will consider the payment of the statement to the Credit Card Company and will authorize the Board Treasurer to issue a warrant to pay the Credit Card Company for the amounts deemed appropriate by the Board. The Board has the absolute discretion to deny payment of the statement in whole or in part. Any unpaid portion of the statement will be identified by the Board and the employee(s) who made the unpaid charge(s) will immediately issue payment to the Credit card Company for the balance of the amount of the statement.

The Board Treasurer will issue warrants for payment of the statement to the Credit Card Company authorized by the Board as soon as is practicable following the Board's decision.

Other Issues:

A School District credit card is not a credit card for the personal use of the bearer. The credit cards will be used only for School District purposes.

When obtaining or renewing the credit cards, the Board Treasurer will only encumber funds for the Credit Card Company in the amount necessary to obtain the cards (i.e.: the annual fee, if any). The charges made on the credit cards will be debited against the encumbrance which is appropriate for each particular charge.

The employee who uses the credit card and signs the credit card slip is personally responsible to the Credit Card Company or the School District for payment of that charge if the Board declines to pay the charge. If the Board declines to pay a charge, the employee who made the charge will immediately issue payment to the Credit Card Company for the amount declined. Proof of payment will be provided to the Board Treasurer immediately. Nothing in this policy prohibits the Board from paying the Credit Card Company for a charge and then pursuing the employee who made the charge for reimbursement. Use of a credit card by an employee is acceptance of the terms of this policy, which is a public record, and authorization to deduct amounts for unapproved charges from the next available payroll warrant(s) to satisfy unapproved charges.

The credit cards shall be applied for and issued in the name of the "Board of Education for Independent School District No. 18 of Washington County, Oklahoma". Subject to the Board, Superintendent and the Credit Card Company's right to collect the credit cards and cancel the account, the individual to whom the credit card is issued must maintain exclusive custody and possession of the credit card. The credit card may not be loaned to another individual without prior approval by the Superintendent. The person to whom the credit card is issued is personally responsible for each charge made on the credit card.

The Board and Superintendent both have the right to cancel one or more of the credit cards or account and/or order immediate collection of one or more of the credit cards. Cancellation or collection may be made with or without prior notice.

Any interpretation of this policy shall be made solely by the Board of Education and shall be binding in all respects.

Violation of any of the provisions of this policy may result in dismissal or non-renewal.

The distribution of campaign literature upon school premises shall be strictly prohibited. This includes all campaign literature relating to public office for local, county, state and federal elections.

Selling or merchandising of materials used in the educational program by employees within the school district may create problems for the teacher and/or the Board of Education and the school system. Such merchandising or selling is therefore prohibited, with full understanding that the best interest of the school system will take precedence in any interpretation of this policy.

Supplemental occupations, if engaged in by school employees, shall not encroach upon the time the employee owes to the school system.

The board has discretion to approve or disapprove requests for leaves of absence, depending on whether the request complies with the following policy and according to what is in the best interests of the district. Any leaves of absence without pay shall be granted only after the employee has worked in the school district for at least three consecutive years as a full-time contract employee, except for involuntary military service. Extended leaves of absence for the following reasons may be granted for one year if approved by the board and may be renewed if approved by the board upon written request:

- Personal illness
- Caring for sick member of immediate family
- Involuntary Military service
- Further study
- Other reason(s) as determined appropriate by the board

Employees failing to meet the provision of a specific leave shall not be entitled to reinstatement. Requests for reinstatement or extension of an unpaid leave of absence must be filed with the Superintendent on or before March 15th for the following contractual year. An employee failing to submit a request for reinstatement from or an extension of a leave of absence terminates employment with the Board of Education at the expiration of the leave.

Upon return from leave of absence, the employee will be returned to a substantially equivalent position for which he/she may be qualified, if such a position exists. However, the board cannot guarantee that the employee will be placed in the same position which he/she left.

An employee on leave granted by the Board will retain all those privileges of employment attained prior to the leave. However the period shall not be applied to "time in service" as is applicable to the provisions of Title 70, Oklahoma Statutes, Section 6-122.

If an employee must request leave to commence during the course of a school year, only that "time in service" so completed will be applied to the employee's record.

An employee, whose absences from work, for whatever reason, have become excessive on a continuing basis, may be placed on automatic leave of absence, without pay, by the Board upon proper notice; and a hearing, if requested in writing by the employee in question, will be held before the Caney Valley Board of Education.

Unpaid Leave of Absence for Personal Illness: Requests for leaves of absence for personal illness, requests to return from such leaves, or requests to extend such leaves must be accompanied by a physician's statement. Teachers on leave of absence for personal illness will not be permitted to do substitute teaching.

Unpaid Leave of Absence to Care for Sick Family Member: Requests for leaves of absence to care for a sick member of immediate family (see definition in Sick Leave section) must be accompanied by a physician's statement.

Unpaid Leave of Absence for Further Study: Leaves of absence for further study may be granted for approved courses of study for not less than 15 hours of credit for the school year. Employees failing to comply with this requirement will not be entitled to leave of absence benefits. Courses of study must be approved in advance by the Superintendent. Requests for leaves of absence for further study submitted after April 25th will not be considered.

In accordance with state law, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include not to exceed one hundred twenty days of unused sick leave accumulated during the employee's membership with the Teacher Retirement System. The total one hundred twenty days shall include what is in the retirement sick leave bank and what is in regular sick leave.

To clarify the difference between the two types of leave mentioned above, the board has established a retirement sick leave bank for the purpose of accounting for unused sick leave days which may be used for retirement purposes subject to the approval of the Teacher Retirement System of Oklahoma. The term "unused sick leave days" is defined as those sick leave days for which an employee does not receive credit after the maximum sixty days of sick leave have been accumulated. Unused sick leave days as defined herein shall be deposited in the retirement sick leave bank.

The board will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The board will account for and certify unused sick leave days for each year for which an employee has exceeded sixty days of accumulated sick leave. This provision applies only to employees who participate in the Teacher Retirement System and who have accumulated the maximum sixty days of sick leave.

Upon retirement, accumulated sick leave days and the unused sick leave days in the retirement sick leave bank may be certified to the Teacher Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one month of credit for each twenty days of accumulated service.

The Caney Valley School District will comply with the requirements of the Family and Medical Leave Act of 1993 (the "FMLA"), Public Law 103.3. The FMLA requires that a covered employer provide up to twelve (12) weeks of unpaid leave to eligible employees.

"Eligible employees" are employees who have been employed by the Caney Valley School District for at least one year; and have worked at least 1,250 hours during the previous twelve-month period and who have requested leave for a reason covered by the Act.

All eligible employees who meet the Act's requirements may be granted a total of twelve (12) weeks of unpaid family leave and paid sick, vacation and personal leave combined during any year. The "year" is defined as the 12-month period measured from the first day teachers are required to report to work for the current contract year. Following are allowable reasons for FMLA leave:

- For the birth of a child and to care for such child, or placement of a child with an employee for adoption or foster care;
- To care for a spouse, child or parent with a serious health condition; or
- For a serious health condition of the employee that makes the employee unable to perform his/her job functions.

"Serious health condition" means one which requires either in-patient care, or continuing treatment by a health care provider. The term is intended to cover 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. The term *does not cover* short-term conditions for which treatment and recovery are very brief. Such conditions are normally covered by the District's sick leave policy.

Application for FMLA Leave

An employee requesting leave must complete an "Application for Family or Medical leave." The application must state the reason for the leave, the duration of the leave (if known), and the starting and ending dates of the leave. An application can be obtained from the office of the Superintendent.

The application for leave must be submitted at least thirty (30) days before family or medical leave because of an expected birth or placement of a child, or because a planned medical treatment is to begin. If, for reasons beyond the employee's reasonable control, the leave is to begin in less than thirty (30) days, an employee must give notice to his or her immediate supervisor and to the office of the Superintendent as soon as is practicable, ordinarily within one or two school days of when the employee learns of the need for leave.

The District shall require FMLA leave to be taken concurrently with the employee's accrued paid sick leave.

Leave Based on a Serious Heath Condition

A "Medical Certification Statement" must accompany an application for leave based on the serious health condition of the employee or the employee's spouse, child or parent. This statement must be completed by the applicable health care provider. It must state the date on which the health condition began, the estimated duration of the condition, and the relevant medical facts related to the condition.

If the employee has a serious health condition the certification must state that the employee cannot perform the functions of his or her position. Likewise, when the employee is prepared to return to work he or she must provide certification by his or health care provider that the employee is able to resume work. The District reserves the right to require the employee to obtain a second medical opinion at the District's expense. If the opinions of the first and second health care provider differ, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

The District may require subsequent certifications to support FMLA leave but not more than every thirty (30) days unless the employee: (1) requests an extension of leave; (2) changed circumstances occur regarding the illness of injury; or (3) the District receives information that casts doubt on the validity of an existing certification.

In the event the employee is applying for leave to care for a spouse, child or parent, the certification must state that fact along with an estimate of the amount of time the employee will be needed.

Intermittent Leave or Leave on a Reduced Schedule

An employee may request to use available leave intermittently or on a reduced schedule. Where leave is requested in connection with a serious health condition of the employee or his or her immediate family member, the request for leave must be supported with a certification from the health care provider that such leave is medically necessary and stating the expected duration and schedule of such leave. There must be a medical need for the leave and evidence that the medical need can best be accommodated through an intermittent or reduced schedule. Any eligible employee seeking leave on an intermittent or reduced leave basis must obtain and complete a request for leave and must submit the medical certification required.

Intermittent or reduced leave may also be taken in connection with the birth or because of the placement for adoption or foster care of a child. However, applicants for intermittent leave or leave on a reduced schedule must obtain and complete a request for leave and must submit the medical certification required. Such leave may only be taken with District approval.

In either instance, whether because such leave is medically necessary or in connection with the birth or placement of a child, the employee must try to schedule the leave so as not to unduly disrupt the District's operations. In the event the employee takes intermittent leave or reduced schedule leave the District reserves the right to place the employee in an alternative position which better accommodates intermittent or reduced leave.

When an instructional employee requests intermittent or reduced leave for planned medical treatment for more than twenty percent (20%) of the total number of working days in the period during which the leave would be used, the District may require the employee to elect either to (1) take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or (2) be transferred to an alternative position. If the instructional employee requesting intermittent leave or leave on a reduced schedule does not give proper notice as required the District may deny the taking of leave until thirty (30) days after notice was provided, or may require the employee to take leave for either a "particular duration" or accept an alternative position.

Leave Taken Near the End of an Academic Term

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

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

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

For the purposes of this Policy, the word "term" means the first term or Fall semester term of each academic year and the second term or Spring semester term of each academic year.

Insurance

During a period of family or medical leave, an employee will be retained on the District's medical insurance plan under the same conditions that applied before leave began. In order to continue medical insurance coverage the employee must continue to make any contributions that he or she made to the plan before leave. Failure of the employee to pay his or her share of the medical

insurance premium may result in a 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 family or medical leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his or her job or to circumstances beyond the employee's control.

The employee may not accrue any seniority or employment benefits that would have accrued if not for the taking of leave. However, the employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

Reinstatement to Former Position

An employee generally is entitled to be restored to an equivalent position and to equivalent conditions of employment. This may not be applicable to employees who are designated as "highly compensated employees". The District cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by the District. A highly compensated employee is one who is salaried, and is "among the highest paid 10 percent" of the employees employed within 75 miles of the employee's work site. An employee who qualifies as a "highly compensated" employee may be denied restoration to employment if necessary to prevent substantial and grievous economic injury to the operations of the District.

An employee who is ready to return from leave must complete a "Notice of Intention to Return from Family or Medical Leave" before he or she can be returned to work. An employee may return to work before the expiration of a family or medical leave of absence. In this event, notification must be given to the employee's supervisor at least five (5) working days prior to the employee's planned return.

Failure to Return from Leave

The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. Any termination, as a result of this provision, is subject to the same rights as a termination for cause. An employee who requests an extension of family leave or medical leave due to the continuance, recurrence or onset of her or his own serious health condition, or the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor with a copy to the office of the Superintendent. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period.

Interpretation of Act

The District intends to remain faithful to the requirements of the Act. Questions regarding the interpretation, administration, and application of the Act to eligible employees shall be resolved by reliance on the FMLA and its interpretative regulations. Where relevant, the District will also consider its policies, rules, practices, and negotiated agreements.

A district employee may donate annual leave to another district employee only pursuant to the conditions set forth in 70 O.S. § 6-104.6. Any shared sick leave not used by the recipient during each occurrence shall be returned to the donor on a pro-rata basis.

A sick leave sharing program provides for the donation of sick leave days to and from employees of the Caney Valley School District. The program will permit employees to donate sick leave to other employees who are pregnant or recovering from childbirth or who are suffering from or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to 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 used in this policy:

- "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee.
- "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This terms shall include foster children and legal wards even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- "Severe or extraordinary" means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.
- "Employee" means any 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.

Procedures and requirements:

- The request for permission to receive donation must be in writing on the form provided in the Superintendent's office. The request may be submitted to the Superintendent by the district employee or another employee acting with the affected employee's permission on his/her behalf.
- A donee may not use any donated sick leave until his/her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. The donee may use sick leave only for the purposes specified in this policy.
- Note: Employees using donated sick leave are not required to take their statutory 20 days of leave at the substitute deduct rate until all of their available sick leave sharing days have been used.
- 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. The donee will receive his/her regular rate of pay.

- Donated sick leave not used by the donee during an occurrence of shared sick leave use shall be returned to the donating employee(s). The donated sick leave remaining will be divided among the donors on a prorated basis based on its original donated value, returned at its original donor value and reinstated to the annual leave balance of each donor.
- The amount of leave to be donated is limited to thirty (30) days per request and is limited to a maximum accumulation of one hundred-fifty (150) days during the employee's employment with the district. However, in the even of extraordinary circumstances, the superintendent may seek board approval to increase the maximum number of days on a case-by-case basis.
- District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- Donors may donate only days that are earned and accumulated and must do so in writing. The donor may donate any amount of sick leave provided the donation does not cause his/her sick leave balance to fall below sixty (60) days.
- 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.

In order that the maximum benefits may be provided to all employees in time of valid need, it is imperative that controls be exercised to avoid the misuse of sick leave.

An employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action. Any employee may be required to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.

Appropriate evidence may include the following:

- A physician's statement endorsed by the employee.
- The employee's statement endorsed by the principal or immediate supervisor.
- Copies of claims submitted for insurance benefits.
- Other information as may be warranted by the circumstances.

Appropriate evidence will be submitted as indicated when requested by the principal or superintendent, when sick leave is claimed on days immediate prior to or following holidays and/or when sick leave is claimed on days of unusual or inclement weather.

The district provides benefits established under the Oklahoma Workers Compensation 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 as may be required under the Act.

Employees of the public schools of this state who suffer job-related injuries which qualify for temporary total disability benefits under the Workers' Compensation Act, Section 1 et seq. of Title 85 of the Oklahoma Statutes, may utilize accumulated sick leave or personal leave on a prorated basis as follows:

- At the option of the employee, temporary total disability benefits shall be supplemented by any sick leave or personal leave, or fractional use thereof available to the injured employee, to the extent that the injured employee shall receive full wages during the employee's temporary absence. The sum of all temporary total disability payments and sick leave or personal leave shall in no case combine to exceed one hundred percent (100%) of the employee's net pay as it existed prior to the injury;

Any employee injured while on duty must report the injury to the school business office within ten (10) days.

The Board believes that the safety of district employees is of primary concern. Any employee who is harmed or threatened with harm is to notify his/her principal immediately so that steps to properly address the issue may be taken pursuant to 21 O.S. § 1376, which governs a district's authority to order non-students to leave the institution and 21 O.S. § 650.7, which governs assaults on school employees and students. Upon notification, the principal will consult the superintendent, who will determine the action to be taken as a result of the incident. The employee will be informed of any action taken.

Every school site will post prominently a sign notifying students, patrons and employees that felony charges may be filed against any person committing an aggravated assault or battery upon any school employee.

Principals at each site will make diligent efforts to ensure that parents or patrons with grievances do not confront employees by phone or in person while the employees are performing their job duties. Rather, the principal at each site will attempt to arrange a conference between parents or patrons and the affected employee in a neutral location such as the principal's office or a conference room.

The following procedure shall be followed upon the occurrence of any accident or injury to any person within the school district:

1. The Supervisor will conduct an investigation of the accident or injury.
2. A written report will be submitted by the respective supervisor to the Superintendent within ten (10) working days of the date that the incident was reported to the Supervisor.
3. There are three (3) categories of supervisors who will be responsible for accident investigation in their respective areas:
    a. Transportation Director - All transportation related accidents or injuries.
    b. Food Services Director - All food services related accidents or injuries.
    c. Building Principals - All employed personnel in their respective buildings (except food services).

The School District adopts this policy pursuant to 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, regarding the protection of Caney Valley School District employees from occupational exposure to bloodborne pathogens (e.g., Hepatitis B Virus, Human Immunodeficiency Virus, etc.). To implement the requirements of the OSHA Bloodborne Pathogen Regulation, the School District has adopted a Bloodborne Pathogen Exposure Control Plan, which delineates the rules and procedures to be followed by School District employees who are reasonably anticipated to have contact with blood or other potentially infectious materials during the performance of their duties.

The Plan addresses the following areas:

- Employee Exposure Determination
- Methods of Compliance with Regulation
- Housekeeping
- Waste Disposal
- Laundry
- Hepatitis B Vaccination
- Post-Exposure Evaluation and Follow-up
- Labels and Signs
- Recordkeeping
- Information and Training

The School District will comply with the requirements of the Regulation and the Exposure Control Plan to minimize the risk of occupational exposure to employees. The Plan will be updated periodically to address changes in the law and medical knowledge.

General

The Caney Valley Public School District (herein referred to as "The District") issues these procedures in compliance with the stated policy of the Caney Valley Public School Board of Education, and in compliance with the Oklahoma Hazard Communication Standard of 1986.

The District will ensure that all of the Procedures contained herein are made known to its employees.

Record Keeping

The District will maintain a central file, in the Superintendent's Office, of all applicable safety records, including but not limited to:

- The School Board Policy
- This procedures statement
- Material Safety Data Sheet (MSDS) on every substance in the district which contains a hazardous chemical, and for which a MSDS is required.
    - The District will obtain MSDSs on any new substances from its suppliers as a requirement of purchase, and these will be received by the District before the substance will be accepted.
    - The District will obtain MSDSs on material already in stock by whatever means possible, or else the District will remove the material from its supplies within sixty (60) days of discovering the materials' existing danger.
    - A note to this effect will be added to all purchase orders.
- A Chemical Information List (CIL) of all of the chemicals for which the District has an MSDS.
- An up-to-date Oklahoma Department of Labor Form 200 on employees (and a similar form on students), showing all recordable injuries.
- A copy of all Employee Exposure Reports, maintained within each employee file, and which:
    - Will be maintained on file for 40 years.
    - And a copy of which shall be given to every employee upon termination of employment, and which will include the statement: "Important Document - Keep for Your Files".

The District will make all such information (listed above) as is appropriate and/or required available to any of its employees upon request.

Any employee will be allowed to see a copy of the requested safety information, for which that employee has a right of access, within one (1) calendar day.

Any employee who makes a (written) request for a copy of such information will be given that copy within fifteen (15) calendar days.

Employee's "right-to-access" is limited to records on substances to which that employee may reasonably be expected to be exposed during the normal operation of his/her duties, or in a foreseeable emergency.

The District will report any safety and health information which is required to the appropriate governing agencies; including, but not limited to:

- Department of Labor Form 200-s upon receipt annually.
- Department of Labor Fatality Report within 72 hours of a work related fatality of one of the District's employees.
- A copy of such reports will be maintained in the District's safety files for a period of at least five (5) years.

The district will additionally maintain a copy of all appropriate required safety information within the immediate area of such product which contains a hazardous chemical. This information will include, but not be limited to:

- MSDSs on all appropriate substances, within each area.
- CIL of those MSDSs.

This information will be up-to-date, readable, and clearly visible within each area. These areas will be determined by the District's Superintendent, or a designated representative of the Superintendent's.

Placarding and Material Handling

The District will contact the local Fire Department and make available to them all information which they may require to determine their need in order to respond to any emergency in the District's facilities.

The local Fire Department will be made aware of all hazardous substances in our facilities which shall involve at least:

- They be shown all MSDSs on file.
- They be shown the location of all substances for which the district has MSDSs.
- They be told the maximum quantities which the district may have at any one time of these substances.

The District will either:

- Placard the building as requested by the Fire Department using NFPA 704 label.
- And/or obtain and maintain any waivers/variance received from the fire department.

The District will maintain all labels on containers of hazardous substances which the District receives, intact and readable.

The District will obtain or create labels for all containers into which hazardous chemicals are transferred.

The District will store all of the hazardous materials within its facilities in accordance with storage information found on the MSDSs or label, or other reasonable recommendation.

The District will obtain and maintain all necessary personal protective equipment as required.

Employee Training

Each employee of the District will be trained on the following items annually:

- Their rights and responsibilities under the law, including but not limited to:
  - Their rights of access to safety records which may affect them.
  - Their right to refuse to work with or around substances for which they are denied access.
  - Their responsibility to comply with all health and safety regulations for which they have been trained.
  - Their responsibility to report any and all reportable exposures to hazardous chemicals.
- The items contained in this procedures statement and the Board Policy, which shall be covered in all employee's annual training.
- Specifics of the hazards to which each employee may be exposed; including, but not limited to:
  - The nature of the health-hazard of physical exposure.
  - Protective measures (including the use of personal protective equipment).
  - Appropriate work practices.
  - Emergency procedures.
- This information will be consistent with the information found on the MSDSs.

Each new employee in the district will be trained on the information contained in part 4.A above within 30 days of the beginning of employment.

Every employee of the district who may be exposed to any new hazards shall be trained in the specifics of that new hazard (as per part 4.A.3 above) within 30 days of that hazard's appearance in the district.

All contractors who operate within the District shall supply the District with information on all hazards which they will be bringing into the District prior to their doing so; also, the District will

give information on any hazards which a contractor may be exposed to within the District prior to such exposure.

Disciplinary Actions Due to These Regulations

If any employee, after they have been properly trained, refuses to abide by these regulations in such a way as shall lead to the injury/illness of themselves, or someone else, that employee may be suspended from duties or subject to some other form of disciplinary action, including termination.

If any employee, after they have been properly trained, refuses to abide by these regulations, and no injury/illness results thereby, they shall be susceptible to the following disciplinary actions:

- First occurrence - verbal warning by their immediate supervisor, with a written record of the warning signed by both and turned into the Superintendent's office.
- Second occurrence - written warning to be a permanent part of the employee's records.
- Third occurrence - the employee will be immediately suspended from duties for a period of not less than two (2) days and not more than five (5) days, with a written record maintained in the employee's file.
- Fourth occurrence - the employee will be immediately suspended from duties until the next Board Meeting, at which time that employee will be susceptible to termination of employment.

PURPOSE:

This policy is designed to enhance training and learning by promoting the use of telecommunication and networking technologies in the classroom from grades K through 12. The specific goal of the Caney Valley computer network is to enhance the education of Caney Valleystudents. By preparing Caney Valley educators and administrators to utilize telecommunication and networking technologies as nstructional tools in schools, network access and high quality standardized training will be provided. In promoting these goals, Caney Valley may provide Internet access and electronic mail ("e-mail") accounts to educators. This access is referred to as the "Caney Valley Network". The Caney Valley educators using the Caney Valley Network shall be referred to as "Caney Valley Staff". Use of the Caney Valley Network by Caney Valley Staff shall be consistent with the purpose and goals articulated in this Policy on Acceptable Use. This Policy establishes standards governing Caney Valley Members' access to local, national and international sources of information. Pursuant o Policy standards, information resources must be used consistent with the purposes for which they have been provided; in a manner which does not violate the public trust and in accordance with this Policy and regulations established from time-to-time by the Caney Valley School Board as well as state and federal agencies.

I. USE OF MATERIALS AND SERVICES

Access to the Caney Valley Network is a privilege and must be treated as such by all users of the network and its associated systems. To assure that the Caney Valley Network remains secure, each and every Caney Valley Staff must protect the rights of the community. Each Caney Valley Staff must learn and abide by the rules applicable to the Caney Valley Network. As part of the responsible use of the Caney Valley Network, the following activities are expressly prohibited:

1. Use of the Caney Valley Network for or in support of, illegal, obscene or inappropriate purposes:
    a. "Illegal activities" include, but are not limited to, any activities in violation of local, state, and/or federal laws;
    b. "Obscene activities" include activities in violation of generally accepted social standards for use of a publicly owned and operated communication vehicle;
    c. "Inappropriate use" includes any activities conducted in violation of this Policy;
2. Use of the Caney Valley Network for the transaction of any non-Caney Valley related business and/or any commercial purposes,
3. Use of Caney Valley Network for any product advertisement and/or any political lobbying,

4. Intentionally disrupting the use of the Caney Valley Network for other users, including but not limited to use of any process program, or tool to ascertain passwords or engaging in "hacking" of any kind, including, but not limited to, the unlawful entry into an electronic system to access confidential information;
5. Violation of institutional or third party copyrights or interference with license agreements, and other contracts;
    a. As provided by federal law and international treaties, copyrighted materials (e.g. images, text, and programs) shall not be uploaded using the Caney Valley Network, without the prior written permission of the copyright holder. Except as expressly permitted, materials under copyright shall not be distributed to others. Copyrighted materials shall not be altered, nor shall the author attribution or copyright notices be modified,
    b. Public Domain materials may be downloaded or uploaded using the Caney Valley Network. Caney Valley Staff may also redistribute materials in the Public Domain. However, the Caney Valley Staff assumes all responsibility regarding the determination of whether the materials are in the Public Domain,
    c. Some materials on the global Internet are called "Shareware". These materials may be downloaded and used, but they are copyighted materials. The pyright holder usually ives permission to use the material for examination. If Network Members choose to continue using these materials, the copyright holder often requests that the users register his/her usage and may ask that a license fee is paid. The Caney Valley Staff assumes responsibility for all license fees charged for the utilization of Shareware materials,
    d. Any software programs that staff purchases or acquires on their own must be OK'd by the building principal before use in the building,
6. Seeking to gain or gaining unauthorized access to information resources, including, but not limited to, information obtained in violation of the Oklahoma School Student Records Act;
7. Destruction, alteration, dismantlement, disfigurement, prevention of rightful access to or interference with the integrity of computer-based information and/or information resources, without authorization;

8. Interference with the privacy rights of individuals or entities which are creators, authors, users, or subjects of the information resources, without authorization;
9. Providing access to unauthorized individuals;
10. Use should not interfere or supercede the primary employment responsibilities. Sites will be checked before classroom demonstrations.

II. RIGHT OF ACCOUNT REVIEW

1. The Caney Valley Staff acknowledges that none of his/her communications and information accessible through the Caney Valley Network is considered private or confidential and the Caney Valley Public Schools reserves the right to access all Caney Valley Staff accounts, including electronic mail, at any time. Highly confidential information should not be transmitted electronically.
2. Any Caney Valley Network user's traffic, which traverses another network, may be subject to that network's acceptabl use policy.

III. ASSUMPTION OF RISK

1. Caney Valley Network will make a good faith effort to keep the system and its availabe information accurate. However, the Caney Valley Members acknowledge that the Caney Valley Network makes no warranty of any kind, either express or implied, regarding the accuracy, quality, or validity of any of the data or information available. For example, and without limitation, Caney Valley does not arrant that the Caney Valley Network will be error free or free of computer "viruses."
2. In making use of the Caney Valley Network, the Caney Valley Staff agrees to release the Caney Valley School Board from all claims of any kind. Including claims for direct or indirect, incidental, or consequential damages of any nature, arising from any use or inability to use Caney Valley Network, and from any claim for negligence in connection with the operation of the Caney Valley Network.
3. The Caney Valley Staff further acknowledges that the information available through interconnecting networks may be inaccurate. Caney Valley Network has no ability to maintain such

information and has no authority over these materials. Caney Valley Network makes no warranty of any kind, either express or implied, regarding the accuracy, quality, or validity of the data and/or information residing on or passing through the Caney Valley Network from outside networks. Use of the Caney Valley Network is at the risk of the Caney Valley Staff.

IV. INDEMNIFICATION

The Caney Valley Staff indemnifies and holds harmless the Caney Valley School Board from any claims, including attorney's fees, resulting from the Caney Valley Staff's activities while utilizing the Caney Valley Network, that cause direct or indirect damage to the Caney Valley Network or third parties.

V. POLICY MODIFICATIONS

An online version of this Policy will be available to all Caney Valley Members on the Caney Valley Network Server. Use of the Caney Valley Network shall constitute acceptance of this Policy and all future amendments, which may be adopted. Any user, who determines that he/she cannot comply with all terms and conditions of this Policy, may notify the Technology Coordinator to terminate his/her account.

VI. COMMENTS AND INTERPRETATIONS

Only the authorized Caney Valley Staff shall use Caney Valley Network accounts for authorized purposes. Caney Valley Members are ultimately responsible for all activities under their own account. Violations of this Policy that are attributable to a member account shall result in the revocation of Caney Valley Network membership and Caney Valley Network access. Nothing in this Policy is intended to prohibit a Caney Valley Staff from using his or her account in a classroom setting, as long as the Caney Valley Staff is supervising the use of the Caney Valley Network and is careful to protect the security of other Caney Valley Members' names and passwords.

Caney Valley Members are cautioned to exercise prudence in the shared use of this resource, as shared use may result in the abuse of access time, which is prohibited under this Policy.

VII. VIOLATION OF POLICY

Any violation or abuse of this Policy is just cause for taking disciplinary action, removal of all Caney Valley Network privileges and accounts, and/or legal action, up to and including termination. It is anticipated that such actions can be avoided since they add significant costs to

the Caney Valley Network and cause problems for all concerned. To keep the Caney Valley Network viable and user friendly, all members need to work cooperatively and responsibly.

Should a court of competent jurisdiction deem any part of the Caney Valley Network Acceptable Use Policy invalid or unenforceable, the remaining provisions of the Policy will remain in effect as though the invalidated section was not included.

VIII. ENFORCEMENT

If a Caney Valley Network Staff is determined to have violated this Policy, the building Principal will revoke the Caney Valley Staff's access. If a Caney Valley Staff is removed from the Caney Valley Network, he/she has the right to appeal the revocation within thirty (30) days, in writing, to the Superintendent of Schools. The Superintendent's decision shall be final and there shall be no obligation to afford subsequent pportunity for access to the Caney Valley Network.

COMPUTER SOFTWARE COPYRIGHT REGULATIONS

It is the intent of Caney Valley School District to adhere to the provisions of copyright laws in the area of microcomputer programs. Though there continues to be controversy regarding interpretation of those copyright laws, the following procedures represent a sincere effort to operate legally. We recognize that computer software piracy is a major problem for the industry and that violations of computer copyright laws contribute to higher costs and greater efforts to prevent copies and / or lessen incentives for the development of good educational software. All of these results are detrimental to the development of effective educational uses of microcomputers. Therefore, in an effort to discourage violation of copyright laws and to prevent such illegal activities:

1. The legal, ethical, and practical problems caused by software piracy will be taught in all schools in the district.
2. District employees will be expected to adhere to the provisions of Public Law 96-517, Section 7(b) which amends Section 1 17 of Tides 17 of the United States Code to allow for the making of a backup copy of computer programs. This states that "it is not an infringement for the owner of a copy of a computer program to make or authorize the making of another copy or adaptation of that computer program provided:
    a. that such a new copy or adaptation is created as an essential step in the utilization of the computer program in conjunction with a machine and that it is used in no other manner, or

b. that such a new copy and adaptation is for archival purposes only and that all archival copies are destroyed in the event that continued possession of the computer program should cease to be rightful."

3. When copyrighted software is to be used on a disk-sharing system, efforts will be made to secure this software from copying.
4. Illegal copies of copyright programs may not be made or used on school equipment. It is the policy of the district that there be no copying of copyrighted or proprietary programs on computer belonging to the district and that illegal copies of such programs shall be affixed with a permanent sign which contains the following restriction: Illegal copies of copyrighted programs may not be made or used on computer systems belonging to the district. The legal and/or insurance protection of the district will not be extended to employees who violate copyright laws.
5. The Superintendent or designee of this school district is the only individual who may sign license agreements for software for schools in the district.
6. No employee of the district shall surreptitiously or illegally access any database or electronic bulletin board.
7. No employee of the district shall encourage or allow any student to surreptitiously or illegally access any database or electronic bulletin board. The principal of each school site is responsible for establishing practices, which will enforce this policy at the school level.

EMPLOYEE ACCEPTABLE USE POLICY
NETWORK ACCESS AGREEMENT

1. All use of the Internet must be in support of education and research.
2. Any use of the network to facilitate illegal activity is prohibited.
3. Any use of the network for commercial or for profit purposes is prohibited.
4. Use of the network for non-school related communication is prohibited
5. Any use of the network for product advertisement or political lobbying is prohibited.

6. Network accounts are to be used only by those authorized to use the account for authorized purposes.
7. Communications via the network should not be assumed to be private or privileged information.
8. No use of the network shall serve to disrupt the use of the network by others. Hardware or software shall not be destroyed, modified, or abused in any way.
9. No use of the network to develop programs that harass other users or infiltrate a computer's computing system and/or damage the software components of a computer or computing system is prohibited.
10. Hate mail, harassment, discriminatory remarks, and other anti-social behavior are prohibited.
11. The illegal installation of copyrighted software for use on computers is prohibited.
12. Use of the network to access obscene, objectionable, or pornographic material is prohibited.
13. Use of the network to transmit material likely to be offensive or objectionable is prohibited
14. Each building principal or their designated representative and the District Technology Director will control access to the Network in each building. Abuse of the use privilege may result in temporary or permanent loss of Network access.
15. A detailed copy of the Caney Valley School 74-I081 NETWORK CONDITIONS, RULES, AND ACCEPTABLE USE AGREEMENT is available in each school office for student/parent review.

SECTION 300
ADMINISTRATORS

Contracts for administrative personnel—including principals and some other full-time employees who work all twelve months of the year—run from July 1st through June 30th of the fiscal year.

Specific employment details may be found in each individual administrator's contract.

Except for the superintendent of schools, who shall be evaluated by the board of education, all certified and non-certified administrators shall be evaluated annually by the certificated personnel designated by the superintendent. All evaluations shall be made in writing. Principal evaluations shall be made on the district-provided form which shall comply with the statutory requirements set forth in the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE).

The board of education shall evaluate and complete the evaluation form for the superintendent of schools as per the provisions contained in the superintendent's employment contract.

Evaluation documents and responses thereto are to be maintained in a personnel file for each administrator. The evaluator may omit any criterion or indicator on the evaluation form deemed non-applicable to the particular administrative position being evaluated by marking "n/a" on the area affected of the form.

The general areas of administrative effectiveness shall include the indicators which are included in the Oklahoma Minimum Criteria for Effective Administrative Performance or other minimum criteria developed by the State Board of Education and any supplemental indicators which are included on the approved TLE evaluation form for principals.

This policy and the most current evaluation form utilized to effectuate this policy shall be made available upon request 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 nonreemploy a certified administrator shall occur without a written evaluation of the administrator.

Pursuant to 70 O.S. § 6-101.11, whenever the board of education shall determine that the dismissal or nonreemployment of a full-time certified administrator from his/her administrative position within the school district should be effected, the administrator shall be entitled to the following due process procedures:

- A written statement shall be submitted to the administrator prior to the dismissal or nonreemployement which states the proposed action, lists the reasons for effecting the action and notifies the administrator of his/her right to a hearing before the board of education prior to the action; and
- A hearing before the board of education shall be granted upon the request of such administrator prior to the dismissal or nonreemployment. A request for a hearing shall be submitted to the board of education not later than ten days after the administrator has been notified of the proposed action.
- Failure of the administrator to request a hearing before the board of education within ten days after receiving the written statement shall constitute a waiver of the right to a hearing. No decision of the board of education concerning the dismissal or nonreemployment of a full-time certified administrator shall be effective until the administrator has been afforded due process as specified in this policy. The decision of the board of education concerning the dismissal or nonreemployment, following the hearing, if requested, shall be final.

Administrators may be suspended pursuant to the requirements of 70 O.S. § 6-101.14.

SECTION 400
CERTIFIED PERSONNEL

The Caney Valley teaching salary schedule shall be based on the Oklahoma State Minimum Salary Schedule plus local increments deemed advisable and/or feasible in the school district financial structure and approved by the Board of Education.

Teachers with special extra-curricular/extra duty assignments are paid as per the terms set forth in their extra duty contracts and on a schedule set by the administration and the Board of Education.

Teachers will be paid on a 12-month basis as per the terms contained in their written contracts. The pay period for 180 Day or 200 day certified employees is the 9th of each month. The pay period for 12 months certified employees is the last working day of the month. These employees will also be paid on the 10th day of each month.

All wages earned during the month will be added together and one check will be issued. Example: After school tutoring wages will be added to regular monthly check.

All statutory directives in the School Laws of Oklahoma pertaining to teacher contracts shall be followed by this school district.

Teacher's workday - The standard teaching assignment is six periods or its equivalent and teachers will normally be assigned six or seven periods of instruction or class preparation per day or its equivalent. Insofar as is possible during the period of time school is in session each day, the duties of teachers shall be directly related to their classroom assignments.

Activities conducted beyond the standard teaching day which are directly related to a teacher's subject area or to general school activities involving faculty participation in support of the educational program are considered a part of the standard teaching and a part of the teacher work day. Such activities include faculty, department, committee, staff development meetings, Parent Teacher Conference night and Open House.

Club sponsorship and faculty assistance at athletic and social activities will be handled primarily on a voluntary basis. However, teachers may be assigned to provide such assistance if required. Such assignments shall be considered a part of the teacher workday and shall be impartially distributed among the staff and reasonable in number.

Caney Valley Public Schools participates in a local Staff Development program based on the needs of the teaching personnel as per Oklahoma law. The members of the committees are appointed by the Faculty and approved by the Board of Education. The goal of the program at Caney Valley Schools will be to enhance the professional growth and competence of all teachers in the Caney Valley System. The guidelines for the Caney Valley Staff Development Program are as follows:

1. If a certified or licensed teacher or administrator does not earn five or more points each year or fails to earn a minimum of seventy-five (75) staff development points during his/her five-year cycle, he/she will be placed on probation during the following year.

2. During this probationary period, July 1 to April 1 of the next year, all staff development requirements must be met. At the April Caney Valley Board of Education meeting following the end of the probationary period, teacher/ administrator compliance will be reviewed. Those who have not fulfilled the requirements may be terminated.

3. Staff development activities will be provided locally each year. If an employee does not attend the regularly scheduled staff development activities offered locally during the professional days, he/she may attend, by permission of the Building Principal, activities sponsored by a professional organization.

4. Alternative activities in the following areas may be submitted for staff development points:

    a. Professional Activities-1 point per clock hour
    b. Meetings of professional organizations
    c. Local in-service activities/workshops
    d. Other workshops to improve expertise of certified/licensed personnel
    e. Formal Course Work-15 points per college hour
    f. Work on Four-year Plan-1 point per after school clock hour. (10 maximum)
    g. Viewing and Critiquing of Professional tapes-1 point per clock hour
    h. Legislature Awareness - 2 points per day maximum.

5. Presenters of staff development programs will receive double the number of points allowed for participants.

6. All alternative activities should relate to the identified needs and have direct application to increasing professional performance in a work assignment. Staff Development points shall not be given for a routine job-related assignment.

7. The Alternative Activity form must be completed for all alternative activities including the justification statement and must have proof of attendance attached.

8. Staff development forms for alternative activities (with attached proof of attendance) must be turned in to each building representative before the end of the school year. These forms are available in the Principal's office or from the building representative.

9. Staff development form and proof of attendance for summer activities and courses must be submitted to the building representative before October 1 of each year.

10. The staff development committee will meet three times each year to review all forms and approve or disapprove points submitted (October, February, and May)

11. The staff development committee will work with the Superintendent in preparing a school calendar to present to the board for final approval.

Academic freedom is essential to the fulfillment of the purposes of the Caney Valley Public Schools. Caney Valley teachers will be protected from censorship or restraint that unreasonably interfere with their obligation to expose students to controversial issues and to help students express their own ideas on such issues.

The teacher's responsibility should be to show objectivity to ensure that various sides of controversial issues are given. To carry out this responsibility a teacher should be well informed in the areas being studied. It is recognized that any teacher has the right to have his/her own point of view and to express that view, but the teacher also has the responsibility to tell students that the statement is his/her own viewpoint.

However, a public school must guard its environment from disturbing influences which might tend to inhibit learning. For this reason, individuals not involved in the teacher-learning process within the school must follow established procedures in making school contacts.

Final approval and/or right of refusal for any curricular area shall remain with the administration.

Caney Valley Public Schools' sick leave policy provides that certified personnel may be absent from their duties due to personal illness, accidental injuries, maternity, or illness in the immediate family without the loss of salary, for a period not to exceed their accumulated sick leave.

A Teacher may use his/her accumulated sick leave in his/her immediate family as hereafter defined. The term "immediate family" is defined to mean husband or wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparent, and corresponding relatives by affinity (marriage).

Sick leave will accrue at a rate of 10 days per school year. The right to sick leave shall vest at the beginning of the school year. 11-month employees shall accrue 11 days per school year, and 12-month employees shall accrue 12 days per school year. Teachers transferring from other school districts in Oklahoma may also transfer in their accumulated sick leave.

Accumulated sick leave will be reduced one day for each day the teacher is absent for reasons covered by the sick leave policy. Unused sick leave shall be cumulative up to sixty days and can be transferred to another district within the state of Oklahoma where the teacher is employed the next succeeding school year, provided that the number of days transferred shall not exceed the maximum days permitted by the receiving school district and that such transferred days shall be used first in case of illness and, provided further, that if the receiving district pays the teacher for unused sick leave upon retirement or termination of contract, then said payments shall be only for those days accumulated in the receiving district. The school board of the sending school district shall certify the exact number of days eligible for transfer.

Employees retiring must notify the district during that fiscal year whether or not they wish to be paid for their unused sick leave. For retirement purposes, unused sick leave days accumulated exceeding 60 days will accrue to 120 days maximum.

After a Teacher who is on a ten month contract accumulates sixty (60) days sick leave within the Caney Valley District, they will begin the next school year with an additional ten (10) days for a maximum of seventy (70) days for that year. After a teacher who is on a twelve month contract accumulates sixty (60) days sick leave within the school district, they will begin the next school year with an additional twelve (12) days for a maximum of seventy-two (72) days for that year.

At the end of the school year, School Board policy requires that sick leave be reduced to sixty (60) days for both the ten (10) month and twelve (12) month teachers. Maximum carryover of sick leave is sixty (60) days for Caney Valley Schools.

Two days of non-accumulative funeral leave shall be allowed each year with full pay. Funeral leave is provided for the employee to attend the funeral of a member of his/her family.

In case of a death in the immediate family, an extra three (3) days shall be allowed upon the request of the employee. For purposes of funeral leave, the term "immediate family" means the following: Husband, wife, son, daughter, mother, father, brother, sister, grandparents, and corresponding in-laws.

A written request for funeral leave shall be required in advance, signed by the Principal and submitted to the Superintendent for final approval. If there is not time for written requests, a phone call to the Principal or Superintendent requesting approval will be acceptable. A written request shall be submitted by the employee immediately upon return to duty if time did not permit prior notice.

All certified personnel will be provided three district-paid days per school year for personal business leave.

Unused personal business leave days do not carry over to the following fiscal year.

Personal business leave is a period of time which a teacher may use to attend pressing needs relating to personal, legal and/or household business and family matters which cannot be scheduled during non-duty hours. Personal business leave usage is restricted to these purposes and cannot be used for recreational or vacation purposes.

Teachers must notify their building principals at least three days in advance of taking any personal business leave days. Such notification must be in writing (see principal's office for leave request forms) and on file with the principal's office within thee days of the requested day off.

In the event of an emergency where the teacher cannot give three-day written notice to the principal, the principal may orally approve the personal business leave via a telephone call. In that event, a written request must be submitted immediately upon return to work.

Personal business leave days cannot be taken on the first or last day of the contract period, on the day before or after a professional day or on the day before or after a holiday or vacation day unless special permission is given by the principal.

Any unexcused personal business leave taken shall result in the teacher's salary being deducted 1/180 for each day missed.

Personal business leave requests are not automatic and may be denied if the Building Principal or Superintendent feels that the absence will cause an extreme hardship on the education of students.

All certified personnel will be granted leave with full pay for jury service. Daily pay received as a juror must be paid to the school district, or an equal amount will be deducted from the teacher's salary. The employee is not required to remit to the district any expense reimbursement.

If, after exhausting all sick leave, a teacher is absent from his or her duties due to personal accidental injury, illness or pregnancy, the teacher shall receive for a period not to exceed twenty (20) days his or her full contract salary, less the amount:

1. actually paid a certified substitute teacher for his or her position if a certified substitute teacher is hired; or
2. normally paid a certified substitute teacher for his or her position if a certified substitute teacher is not hired.

Upon application and approval of the superintendent, teachers may be granted leave to attend professional meetings, school-related workshops, seminars or legal proceedings which may occur as the result of the normal performance of duties by teachers.

Professional days will be designated by the administration. Those teachers not attending a professional day or arranging for a school work day will be docked 1/180 of their total salary for each day missed.

All substitute teachers must be cleared through the administration office before being called to work. A list of substitute teachers cleared for the district is then prepared and distributed to all principals.

The term “substitute teacher” includes all employees hired on a temporary basis to perform duties in the absence of permanent employees. A substitute teacher may be employed as a substitute teacher, a substitute teacher’s assistant, a substitute custodian, a substitute cook or a substitute bus driver.

The principal calls and arranges for a substitute teacher when one of his/her employees needs to be absent. Plans and assignments in the best possible form should be provided for the substitute teacher.

A report of the substitutes teaching is to be made weekly by the principal to the administration office every Friday afternoon and also on the last day of the month. Substitutes are paid the following month for all time worked throughout the last day of the previous month. Substitute teachers are always paid through the administration office and processed through payroll.

The rate of pay for substitute teachers shall be set by the Board of Education and may be changed when teaching salary schedules change at the discretion of the Board. Currently, the sum of Thirty Dollars ($55.00) per day shall be paid for a non-certified substitute. Forty Dollars ($60.00) per day will be paid for a certified substitute. Certified "Long-Term" Substitutes as approved by the Superintendent, will be paid according to what the Board and Superintendent decide. All “Long-Term” Substitutes must have an application on file in the Superintendent’s Office.

To qualify as a certified substitute teacher, the substitute must present a current copy of a valid Oklahoma Teaching Certificate to the administration office. Non-certified substitute teachers are limited to teaching 90 total days per school year, not to exceed 20 days per year in the same assignment, as per statute.

In this District, evaluation is defined as a mutual endeavor among certified staff members and the Board of Education to improve the quality of the educational program. The school district and the individual educator jointly accept responsibility for the improvement of efforts to educate the students in the district. All certified staff members are expected to perform well in relation to their job descriptions, statements of objectives and approved performance criteria and the evidence of achievement by staff members.

The certified staff evaluation policy, procedures, criteria, and instruments for all certified employees have been issued in compliance with 70 O.S. § 6-101.10 and any negotiated agreement in place for the current contract year. Details of any particular year's negotiated agreement, if any, regarding teacher evaluations, will be provided.

Evaluations of teachers shall be based upon the Minimum Criteria for Effective Teaching Performance and Standards of Performance and Conduct and shall conform to the statutory standards set forth as part of the statewide Teacher and Leader Effectiveness Evaluation System (TLE).

All career teachers shall be formally evaluated once during each school year except as otherwise provided by law. All probationary teachers will be evaluated at least twice during each school year, once during the fall semester and once during the spring semester. Nothing in this policy shall prevent a formal written evaluation of any professional employee on occasions more often than set forth herein.

All evaluations shall be in writing and the evaluation documents and responses thereto will be maintained in a teacher and administrator's personnel file.

In the event that any teacher fails to perform his/her assigned duties to the extent that a recommendation for the teacher's dismissal or nonreemployment is being considered, the board shall direct the necessary administrator to follow any and all provisions of the Teacher Due Process Act, where applicable.

Any legislative act, State Department ruling, or court decision which makes any part of this policy unlawful will in no way make inactive the rest of this policy. Only those sections affected will be subject to revision.

Student Academic Growth and Other Academic Measures for Implementation of the TLE

100% of the teacher/administrator evaluation rating for the 2014-2015 school year shall be based on the qualitative component of the TLE. The quantitative component, utilizing student academic growth (SAG) and other academic measures (OAM) shall be incorporated into the evaluation process for purposes of establishing baseline data for the 2015-2016 school year. In

the 2015-2016 school year and each year thereafter, the teacher/administrator evaluation rating shall be based 50% on the qualitative component and 50% on the quantitative component. Student academic growth shall constitute 35% of the quantitative component and other academic measures shall constitute 15% of the quantitative component.

In the event a value added result is not available for a teacher/administrator, then the district shall utilize student learning objectives (SLO) or student outcome objectives (SOO). SLO and SOO are long-range measurable academic goals for students (or sub-groups of students) set by the teacher/administrator at the beginning of the school year which measure the teacher's contribution to student academic growth.

Student Academic Growth

Steps in the SLO/SOO Evaluation Cycle

1. Development of the SLO/SOO
2. Approval by the evaluator
3. Mid-course check-in
4. Final review of SLO/SOO attainment and scoring
5. Discussion of summative rating and impact on practice

At the beginning of each school year, the evaluator will identify and notify teachers/administrators who do not have value added results so that the required SLO/SOO may then be developed and implemented for those teachers/administrators according to the process set forth below.

Development Process for SLO/SOO

1. Identify core content and standards
2. Gather and analyze student data
3. Determine the focus of the SLO/SOO
4. Select or develop an assessment
5. Develop a growth target and rationale

Rating of the teacher's/administrator's SLO/SOO at final review shall be done on a 5-point rating scale, where 5 is Superior, 4 is Highly Effective, 3 is Effective, 2 is Needs Improvement, and 1 is Ineffective.

Other Academic Measures

Adoption and Selection of OAM

Other academic measures are additional alternative instruments ensuring a robust teacher/administrator evaluation, capturing unique facets of effective teaching/administration and reflecting student academic performance impacted by the teacher/administrator.

Each year the local board of education will approve a list of OAM from the options given by the State Board of Education. From that list, each teacher/administrator will have at least two options relevant to the individual's job duties and which are appropriate to grade level. The teacher/administrator will select one OAM relevant to the teacher's/administrator's job duties which will provide actionable feedback.

In the event that there are not at least two options of OAM on the list relevant to the teacher's/administrator's job duties, the local board of education will provide to the teacher/administrator at least two relevant options that meet the definition of OAM adopted by the Oklahoma State Board of Education.

Teachers/administrators who receive an individual value VAM score because they teach in a grade and subject that has state tests used for calculating individual VAM scores may substitute their VAM score (on a 5-point scale) for the OAM if they so choose.

Timelines and Procedures for OAM Evaluation Processes

1. During the first nine weeks of school, each teacher/administrator shall do each of the following:
    a. Determine an academic area of focus for the teacher's/administrator's students that will guide the OAM for the teacher/administrator;
    b. Administer a pre-assessment or locate data that can be used as a pre-assessment of the academic area of focus;
    c. Select an OAM that will be used to measure the academic area of focus at the end of the year (or after instruction for the academic area of focus is complete);
    d. Establish a SMART goal for the academic area of focus as measured by the OAM. SMART goals are Specific, Measurable, Attainable and Ambitious, Results-driven and Time-bound. SMART goals shall be established based on pre-assessment data.
        i. SMART goals may be developed collaboratively by teachers/administrators with their peers.
        ii. In the event teachers/administrators and their evaluators cannot reach agreement on a SMART goal (and/or rating scale, *below*), the issue shall

be mediated by the superintendent of schools or designee, who shall have final authority;

e. Establish a 5-point rating scale for the SMART goal, where 5 is Superior, 4 is Highly Effective, 3 is Effective, 2 is Needs Improvement, and 1 is Ineffective.
f. By way of signature, receive agreement from the evaluator on the SMART goal and 5-point rating scale. Additional consultation may be necessary in order to reach agreement.

2. At the end of the school year (or after instruction for the academic area of focus is complete), all teachers/administrators shall consult with their respective evaluators to determine if the SMART goal was reached and what score will be assigned based on the previously agreed up 5-point rating scale for the OAM. Documentation of student performance shall be provided.
3. In the event a teacher/administrator encounters an extenuating circumstance (e.g., extended illness, acceptance of a student teacher, natural disaster, flu epidemic, or a situation that materially impacts the achievement of the teacher's/administrator's students) after initial agreement of the SMART goal and 5-point rating scale, the teacher/administrator will be evaluated through an alternative process involving the development of a high-quality reflective analysis of their student performance and factors that contributed to the teacher's/administrator's inability to reach expected targets.
4. Because the results of many OAMs are unavailable until after evaluations must be completed for re-employment decisions, OAM results will be calculated as 15% of teacher/administrator evaluations during the year following their attainment.

The following are Standards of Conduct for Teachers adopted by the Caney Valley Board of Education pursuant to 70 O.S. § 6-101.21:

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.

A copy of these standards, any amendments to such standards and any standards adopted by the board will be given to each teacher when available and/or before school begins each year. Teachers, in fulfillment of their responsibility to abide by board policy and regulations, are hereby charged with having knowledge of these standards and acting in accordance with them.

Principle I – Commitment to the Students

The teacher must strive to help each student realize his/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:

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

- 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.
- Shall not misrepresent his/her professional qualifications.
- Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
- Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- Shall not assist an unqualified person in the unauthorized practice of the profession.
- 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.
- Shall not knowingly make false or malicious statements about a colleague.
- Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Principal III – Teacher Due Process

A career teacher may be dismissed or not reemployed for:

- Willful neglect of duty.
- Repeated negligence in performance of duty.
- Incompetency.
- Unsatisfactory teaching performance.
- Instructional ineffectiveness.
- Mental or physical abuse to a child.
- Commission of an act of moral turpitude
- Abandonment of contract
- Criminal sexual activity or sexual misconduct (as those terms are defined by law).

A teacher shall be dismissed or not reemployed for conviction of a felony or any sex offense committed during the term of employment.

A probationary teacher may be dismissed or not reemployed for cause.

A career teacher who has been rated as "ineffective" as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act for two (2) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

A career teacher who has been rated as "needs improvement" or lower pursuant to the TLE for three (3) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

A career teacher who has not averaged a rating of at least "effective" as measured pursuant to the TLE over a five-year period shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

A probationary teacher who has been rated as "ineffective" as measured pursuant to the TLE for two (2) consecutive school years shall be dismissed or not reemployed by the school district subject to the provisions of the Teacher Due Process Act of 1990.

A probationary teacher who has not attained career teacher status within a four-year period shall be dismissed or not reemployed by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

All causes listed above, except those relating to abuse, moral turpitude or sexual misconduct, 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 have been followed as per 70 O.S. § 6-101.24.

Dismissal or nonreemployment for any cause relating to abuse, moral turpitude, sexual misconduct, felony convictions or sex offenses, for a career teacher, or any cause not related to inadequate teaching performance, for a probationary teacher, shall not require corrective action procedures before being implemented.

Practice – Teacher Management Indicators:

- Preparation – the teacher plans for delivery of the lesson relative to short-term and long-term objectives.
- Routine – the teacher uses minimum class time for non-instructional routines thus maximizing time on task.
- Discipline – the teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior).
- Learning Environment – the teacher establishes rapport with students and provides a pleasant, safe, and orderly climate conducive to learning.

Practice – Teacher Instructional Indicators:

- Establishes Objectives – the teacher communicates the instructional objectives to students.
- Stresses Sequence – the teacher shows how the present topic is related to those topics that have been taught or that will be taught.
- Relates Objectives – the teacher relates subject topics to existing student experiences.
- Involves All Learners – the teacher uses signaled responses, questioning techniques, and/or guided practices to involve all students.
- Explains Content – the teacher teaches the objectives through a variety of methods.
- Explains Directions – the teacher gives directions that are clearly stated and related to the learning objectives.
- Models – the teacher demonstrates the desired skills.
- Monitors – the teacher checks to determine if students are progressing toward stated objectives.
- Adjusts Based on Monitoring – the teacher changes instruction based on the results of monitoring.
- Guides Practice – the teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.
- Provides For Independent Practice – the teacher requires students to practice newly learning skills without the direct supervision of the teacher.
- Establishes Closure – the teacher summarizes and fits into context what has been taught.

Teacher Product Indicators:

- Lesson Plans – the teacher writes daily lesson plans designed to achieve the identified objectives.
- Student Files – the teacher maintains a written record of student progress.
- Grading Patterns – the teacher utilizes grading patterns that are fairly administered and based on identified criteria.

Student Achievement Indicators:

- Students demonstrate mastery of the stated objectives through projects, daily assignments, performance, and test scores.

Definitions and Scope:

- "Teacher" means a duly certified or licensed person who is employed to serve in any instructional capacity or as a counselor, librarian or school nurse. An administrator shall be considered a "teacher" only with regard to service in an instructional, nonadministrative capacity.

- "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract, as provided by law.

- "Nonreemployment" means the nonrenewal of an administrator's or a teacher's contract upon expiration of the contract.

- "Suspension" means the temporary discontinuance of an administrator's or a teacher's services, as provided by law.

- "Career teacher" means a teacher who:
  - For teachers employed by a school district during the 2011-12 school year, has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract; or
  - For teachers employed for the first time by a school district under a written continuing or temporary teaching contract on or after July 1, 2012:
    - Has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a rating of "superior" as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act for at least two (2) of the three (3) school years, with no rating below "effective";
    - Has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period; or
    - Has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements outlined above, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher.

- "Probationary teacher" means a teacher who:
  - For teachers employed by a school district during the 2011-12 school year, has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract; or
  - For teachers employed for the first time by a school district under a written teaching contract on or after July 1, 2012, has not met the requirements for career teacher as provided in this section.

- "Teacher hearing" means the hearing before a local board of education after a recommendation for dismissal or nonreemployment of a teacher has been made but before any final action is taken on said recommendation, held for the purpose of affording such teacher all rights guaranteed by the United States Constitution and the Constitution of Oklahoma under such circumstances and for enabling the board to determine whether approve or disapprove the recommendation.

- The dismissal, suspension and nonreemployment provisions of this policy do not apply to:
  - substitute teachers;
  - adult education teachers; and
  - teachers employed on temporary contracts.

- This policy does apply to teachers who are employed on temporary contracts for a complete school year and to teachers employed in positions fully funded by federal or private categorical grants, except that such teachers shall be employed only for the duration of the temporary contract or grant.

- Source: 70 O.S. § 6-101.3, 70 O.S. § 6-101.23.

Grounds for Dismissal or Nonreemployment

A career teacher may be dismissed or not reemployed for:

- Willful neglect of duty.
- Repeated negligence in performance of duty.
- Incompetency.
- Unsatisfactory teaching performance.
- Instructional ineffectiveness.
- Mental or physical abuse to a child.
- Commission of an act of moral turpitude
- Abandonment of contract
- Criminal sexual activity or sexual misconduct (as those terms are defined by law).

A teacher shall be dismissed or not reemployed for conviction of a felony or any sex offense committed during the term of employment.

A probationary teacher may be dismissed or not reemployed for cause.

A career teacher who has been rated as "ineffective" as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act for two (2) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

A career teacher who has been rated as "needs improvement" or lower pursuant to the TLE for three (3) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

A career teacher who has not averaged a rating of at least "effective" as measured pursuant to the TLE over a five-year period shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

A probationary teacher who has been rated as "ineffective" as measured pursuant to the TLE for two (2) consecutive school years shall be dismissed or not reemployed by the school district subject to the provisions of the Teacher Due Process Act of 1990.

A probationary teacher who has not attained career teacher status within a four-year period shall be dismissed or not reemployed by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

All causes listed above, except those relating to abuse, moral turpitude or sexual misconduct, 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 have been followed as per 70 O.S. § 6-101.24.

Dismissal or nonreemployment for any cause relating to abuse, moral turpitude, sexual misconduct, felony convictions or sex offenses, for a career teacher, or any cause not related to inadequate teaching performance, for a probationary teacher, shall not require corrective action procedures before being implemented.

Suspension

Whenever the superintendent has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the 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 teacher contract or pursuant to law.

Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal pursuant to law. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated at trial. Provided, however, such extension shall not include any appeal process. Source: 70 O.S. § 6-101.29

Corrective Action

When the administrator who has evaluated a teacher pursuant to School District policy identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the administrator 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 nature and gravity of the teacher's performance or conduct.

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 nonreemployment of a teacher, the administrator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above.

If the administrator 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.

If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator (or other admonishing official) shall make a recommendation to the superintendent for the dismissal or nonreemployment of the teacher. The superintendent shall furnish a copy of the recommendation to the board of education. Source: 70 O.S. § 6-101.24.

Recommendation of Dismissal or Nonrenewal

Whenever the superintendent determines that cause exists for the dismissal or nonreemployment of a teacher employed within the School District, he/she shall submit a recommendation in writing to the board of education.

The recommendation shall state the one or more specific grounds (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommended dismissal or nonreemployment is based.

In the case of a probationary teacher, a motion to dismiss or nonreemploy should state the specific cause for dismissal or nonreemployment, although such cause need not be a statutory cause. Source: 70 O.S. § 6-101.25.

Procedure for Dismissal or Nonreemployment – Hearing Rights

Whenever a board of education receives a superintendent's recommendation for the dismissal or nonreemployment of a teacher, the board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested or by substitute process as provided by law.

By the same means, the board shall notify the teacher of such teacher's right to a hearing before the board and the date, time and place set by the board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than sixty (60) days after the teacher's receipt of notice.

The notice shall specify the statutory grounds upon which the recommendation is based for a career teacher or shall specify the cause upon which the recommendation is based for a probationary teacher. Said notice shall also specify the underlying facts supporting the recommendation.

The teacher hearing shall be conducted by the local board according to procedures established by the state board of education and state law. At the hearing, the teacher shall be entitled to all rights guaranteed under the circumstances by the U.S. Constitution and the Constitution of Oklahoma. The burden of proof shall be upon the superintendent or designee and the standard of proof shall be by the preponderance of the evidence.

Only after due consideration of the evidence and testimony presented at the hearing shall the local board decide whether to dismiss or nonreemploy the teacher. The vote of the board shall be made in an open meeting.

The board shall also notify the teacher of the decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, or by substitute process as provided by law, within ten (10) business days of the date of the hearing.

The decision of the board shall be final and unappealable.

The teacher shall receive any compensation or benefits to which the teacher is otherwise entitled until such time as the decision of the board becomes final. If the hearing for a teacher is for nonreemployment, such compensation and benefits may be continued only until the end of the current contract of the teacher. Source: 70 O.S. § 6-101.26.

It is the policy of the Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level shall be based on any or all of the following conditions:

- Actual or projected decrease in revenue;
- Condition of financial exigency;
- Actual or projected decrease in student enrollment;
- Actual or projected changes in educational programs or curriculum; or
- Other business necessity as determined by the board.

The decision of the board regarding a reduction in force decision, after opportunity for hearing has been made, shall be final and unappealable. The interpretation and application of any provision of this policy shall be the exclusive province of the board of education.

RIF Procedures

In the event of such a situation, effort will be make to accomplish the necessary reduction by attrition, voluntary resignations, or voluntary retirement. Otherwise, reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.
2. The primary basis used to determine retention or re-assignment of teachers in eliminated positions shall be the score of each teacher on the TLE. An affected teacher with a higher TLE score (averaged over the teacher's employment with the district) will be retained over a teacher with a lower TLE score. In the event of equal TLE scores, the following shall be the order of termination:
    a. A **licensed teacher** in an eliminated position shall be released first.
    b. A **probationary teacher** in an eliminated position will be terminated second. However, if a probationary teacher is certified for a position held by a licensed teacher, the probationary teacher will be reassigned to the licensed teacher's position and the licensed teacher will be terminated.
    c. If there is more than one probationary teacher or more than one licensed teacher assigned to a like position that is subject to being eliminated, the following criteria will be considered in determining which teacher is being retained:
        i. Principal's/superintendent's recommendation.
        ii. Certification in a retained position which is open.
        iii. Classification as "highly qualified" for the retained position pursuant to the No Child Left Behind Act.
        iv. Seniority in continuous, full-time contracted employment with the district.
    d. A **career teacher** in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by standard certification, if that position is occupied by a probationary or licensed teacher.

e. If a teaching position which is occupied by a career teacher is eliminated pursuant to this RIF policy and the career teacher is certified for another teaching position occupied by a probationary teacher or teachers, reasonable accommodations must be made to give priority for contract renewal to qualified career teachers over probationary teachers.
f. If there is more than one career teacher assigned to a like position that is subject to being eliminated, the following criteria will be used to determine which of the career teachers will be retained:
    i. Recommendations of principal/superintendent.
    ii. Certification in a retained teaching position which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with emergency certification or a license.
    iii. Classification as "highly qualified" pursuant to the No Child Left Behind Act. A teacher classified as "highly qualified" will be retained over a teacher who is not classified as "highly qualified" for the retained position.
    iv. Seniority in continuous, full-time, contracted, certified employment with the district.
    v. Academic degree status (i.e. a teacher with a doctor's degree will be retained over a teacher with a mater's or a bachelor's degree; a teacher with a master's degree will be retained over a teacher with a bachelor's degree).
    vi. Years of teaching experience in the retained position in the local school district.

<u>Recall of RIFed Teachers</u>

1. Recall of RIFed teachers shall follow the reverse procedure for reduction. Teachers who were the last to be laid off shall be given the first opportunity for employment should an opening occur. Recall rights shall continue for one year from the date of termination.
2. Teachers who have been laid off shall remain on the recall list for one year unless the teacher:
    a. Waives recall rights in writing.
    b. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position.
3. Teachers will not forfeit recall rights if they secure other employment during layoff.

4. Any offer of reemployment shall be made personally or by certified mail, return receipt requested. The teacher shall be notified that if he/she wishes to accept, acceptance must be made in writing within five calendar days of the receipt of notice. Failure to receive written acceptance within five calendar days or rejection of the offer of reemployment eliminates all reemployment and/or recall rights of the teacher.
5. A career teacher who has been nonreemployed and who is then reemployed within one school year shall be reinstated as a career teacher. Probationary teachers on layoff shall not gain career status while on layoff.
6. Re-entry into the district shall reflect all previously earned experience and credits.
7. A teacher may continue on district insurance programs at his/her own expense until recall rights have lapsed, provided that continuance is acceptable to the insurance carriers.
8. For purposes of this policy, "seniority" shall mean the longevity with the district based on continuous, full-time contractual employment.

The assignment of staff members and their transfer to positions within the various school sites and departments of the district will be made by the superintendent on the basis of consideration of the following criteria:

- Contribution staff member can make in a new position.
- Qualifications of staff member compared to those of outside candidates both for position to be vacated and for position to be filled.
- Opportunity for professional growth.
- Desire of staff member regarding assignment or transfer.
- Length of service in Caney Valley ISD.

Teachers may be required to teach in any grade, room, building or department as deemed necessary by the superintendent and for which the teacher is qualified/certified.

Oklahoma law (70 O.S. § 6-101(E)) requires school districts to contract with teachers for the teachers' services the next fiscal year by the first Monday in June of the current fiscal year. This contractually binds the district to the teachers the district retains. Oklahoma law requires each teacher to notify the district by fifteen (15) days after the first Monday in June of the current year if the teacher does not intend to remain in the district for the next fiscal year. This contractually binds the teacher who elects to remain in the district.

Both the district and the teacher benefit from this law. It protects the district by enabling the district to have an accurate picture of its staffing needs before the beginning of the summer, so that the district will have several months to secure any needed staff; it protects the district from being left without staff at a moment's notice and unable to properly educate its students during the school year. The law protects the teacher by giving the teacher notice before the beginning of the summer if he/she needs to secure employment elsewhere; it protects the teacher by enabling the teacher to have certain knowledge that his/her employment status will not arbitrarily change at a moment's notice during the school year when employment would be much more difficult to secure.

The contract between a school district and a teacher runs for one fiscal year – July 1 to June 30. During this period, the district may not terminate a teacher unless it is pursuant to the rules and procedures set forth in the Teacher Due Process Act (70 O.S. § 6-101.20-6-101.30). During this period a teacher may not leave the district unless terminated or released from contract.

<u>The district will not consider releasing its teachers from their contracts except under very limited circumstances.</u> Such circumstances are:

- A teacher's spouse is transferred to another state or to a location in-state where the teacher cannot continue to perform his/her duties in the district without significant hardship (i.e. the move is greater than 100 miles away from the district), and only after a suitable replacement has been employed.
- A teacher notifies the district <u>by July 1</u> that the teacher (for reason other than a spouse transfer) is moving out of state, and only after a suitable replacement has been employed.
- A teacher notifies the district <u>by July 1</u> that the teacher is leaving the profession entirely, and only after a suitable replacement has been employed.
- A teacher is gravely ill and cannot physically perform his/her job duties.
- A teacher's spouse or family member living in the teacher's home is gravely ill and the teacher must remain in the home to care for that individual.
- An unforeseen major, catastrophic, life-changing event (which can be documented) occurs in the teacher's life rendering the teacher unable to continue his/her job duties.

<u>The district will consider requests for release only for the reasons listed above. Teachers will not be released from their contracts for any other reason. The district may, at its discretion and based upon current needs, grant a release request with the stipulation that the teacher will not be released until a replacement has been hired. The district has the right to pursue legal action</u>

against a teacher who breaches his/her contract by leaving the district without written release and will notify the State Department of Education of any such abandonment. Any teacher who breaches his/her contract to go to another district is hereby put on notice that the next district to which the teacher goes will be notified of the teacher's breach of contract and the possibility of legal action being taken against the teacher.

Action on any request for release shall be taken at the next monthly meeting following the request or at a special meeting called by the board, if the board deems it necessary.

SECTION 500
NON-CERTIFIED PERSONNEL

"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 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 175 days per year.

This school district complies with the Fair Labor Standards Act, 29 CFR Section 541, its regulations and relevant court decisions. Employees are informed of the Act through proper posting of information as disseminated by the United States Department of Labor. This school district will cooperate with all state and federal agencies to maintain compliance.

All support employees must be well groomed and properly dressed. Teacher Assistants, paraprofessionals and custodians may wear jeans as long as they are not faded, worn out or form fitting. Secretaries may only wear jeans on days designated by each Building Principal.

Interpretation and application of this policy shall be the exclusive province of the building principal.

All district support personnel will be credited with sick leave at the close of each work month at a rate of one day per month of employment per year cumulative to a maximum of sixty (60) days. The hourly length of the sick leave day shall be equal to the work day of the employee.

Support personnel (teacher's assistants, custodians, secretaries) who must miss work on a scheduled work day should contact the building principal; bus drivers should contact director of transportation; and cooks should contact the head cook.

Two days of non-accumulative funeral leave shall be allowed each year with full pay. Funeral leave is provided for the employee to attend the funeral of a member of his/her family.

In case of a death in the immediate family, an extra three (3) days shall be allowed upon the request of the employee. For purposes of funeral leave, the term "immediate family" means the following: Husband, wife, son, daughter, mother, father, brother, sister, grandparents, and corresponding in-laws.

A written request for funeral leave shall be required in advance, signed by the Principal and submitted to the Superintendent for final approval. If there is not time for written requests, a phone call to the Principal or Superintendent requesting approval will be acceptable. A written request shall be submitted by the employee immediately upon return to duty if time did not permit prior notice.

Full-time support personnel will be provided three district-paid days per school year for personal business leave.

Unused personal business leave days do not carry over to the following fiscal year.

Personal business leave is a period of time which an employee may use to attend pressing needs relating to personal, legal and/or household business and family matters which cannot be scheduled during non-duty hours. Personal business leave usage is restricted to these purposes and cannot be used for recreational or vacation purposes.

Employees must notify their immediate supervisor at least three days in advance of taking any personal business leave days. Such notification must be in writing (see principal's office for leave request forms) and on file with the principal's office within thee days of the requested day off.

In the event of an emergency where the employee cannot give three-day written notice to the immediate supervisor, the supervisor may orally approve the personal business leave via a telephone call. In that event, a written request must be submitted immediately upon return to work.

Personal business leave days cannot be taken on the first or last day of the contract period, on the day before or after a professional day or on the day before or after a holiday or vacation day unless special permission is given by the immediate supervisor.

Any unexcused personal business leave taken will subject the employee to appropriate disciplinary action.

Personal business leave requests are not automatic and may be denied if circumstances warrant.

All employees on twelve month contracts will be granted ten days paid vacation time each year. Vacation time cannot be accumulated or carried over from one school year to the next. Employees' requests for vacation time must be approved by the superintendent. Those twelve month employees who were not employed for a full year will have their vacation time pro-rated.

Holidays

Persons employed by the school district for the school year, either one hundred eighty (180) days or one hundred ninety (190) days, will receive the same holidays as certified personnel.

Persons employed by the school district on a twelve (12) month basis will be entitled to the following holidays.

- New Year's Day – 1 day
- Memorial Day (last Monday in May) – 1 day
- Fourth of July – 1 day
- Labor Day (1st Monday in Sept) – 1 day
- Thanksgiving – 2 days
- Christmas – 5 days

At its discretion, the board may add others.

All support personnel will be granted leave with full pay for jury service. Daily pay received as a juror must be paid to the school district, or an equal amount will be deducted from the employee's salary. The employee is not required to remit to the district any expense reimbursement.

In order to maintain the best-qualified support personnel to assist the district in providing quality education for all students and to assist support staff with improving job performance, the administration may conduct regular and/or periodic evaluations of support personnel.

A copy of any written evaluation will be given to the support employee. One copy will be retained in the principal/supervisor's file. The original evaluation will be submitted to the superintendent for filing in the support employee's personnel records.

The evaluation of a support employee or a plan for improvement for an employee is not a condition precedent to adverse employment action against a support employee and whether or not to place an employee on a plan for improvement prior to any adverse employment decision rests solely with the administration. A plan for improvement may be given to an employee as part of the evaluation process or separately as determined by the principal/supervisor.

The board of education hereby adopts the following procedure for the suspension, demotion, or termination of support employees:

Definitions

"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 as provided below or as a suspension pending investigation as provided below. 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. Title 70(24-132) (24-136).

"Suspension with 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 pending a hearing under paragraph 4, below.

"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.

"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.

Suspension, Demotion or Termination of Full-Time Support Employees

A full time support employee who has been employed by the School District for more than one year shall be suspended, demoted or terminated during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this Policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the School District for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

Causes for Suspension, Demotion, Termination or Nonreemployment

A support employee may be suspended, demoted, terminated or nonreemployed during the term of his/her contract for any of the following:

- Violation of any rule, regulation or requirement issued by the Office of the Superintendent or Board of Education of the School District.
- Falsification of personnel or other records.

- Unexcused failure to be at workstation at starting time.
- Leaving workstation without authorization prior to lunch periods, or end of work day.
- Excessive unexcused absenteeism.
- Chronic absenteeism for any reason.
- Chronic tardiness.
- Wasting time or loitering during working hours.
- Leaving work area during work hours, without permission, for any reason.
- Possession of weapons on school premises.
- Removing school district property or records from school district premises without proper authority.
- Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
- Theft or misappropriation of property of employees, students or of the school district.
- Sabotage.
- Distracting the attention of others.
- Refusal to follow instructions or directives from a superior.
- Refusal or failure to do work assignment.
- Unauthorized operation of machines, tools, or equipment.
- Threatening, intimidating, coercing or interfering with employees or supervisors.
- The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
- Creating a disturbance on school premises.
- Creating or contributing to unsanitary conditions.
- Practical jokes injurious to other employees or school district property.
- Possession, consumption, or reporting to work under the influence of alcoholic beverages of any kind, non-prescribed drugs, prescribed drugs which have potential side effects which may affect workplace safety, the use of which has not been cleared by the employee's supervisor, or controlled dangerous substances.
- Disregard of known safety rules or common safety practices.
- Unsafe operation of motor driven vehicles.
- Operating machines or equipment without using the safety devices provided.
- Gambling, lottery, or any other game of chance on school district property.
- Unauthorized distribution of literature, written or printed matter of any description on school district property.
- 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.
- Poor workmanship.
- Immoral conduct or indecency including abusive and/or foul language and/or gestures.
- Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls, whether made using district telephones or cellular telephones.
- Walking off job.

- Clocking in or out another employee's time card or time sheet.
- Any working of overtime without prior authorization from employee's supervisor.
- Smoking in an unauthorized area or at any unauthorized time.
- Refusal of job transfer, if the transfer does not result in a demotion.
- Abuse of "break" (rest periods) or meal period policies.
- Sexual harassment of an employee, patron and/or student.
- Insubordination of any kind.
- When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.

The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated to all support employees.

Procedures for Suspensions Without Pay, Terminations and Demotions

Notice – After any suspension or prior to any demotion, termination or nonreemployment, a support employee shall receive notice of the right to a hearing. The hearing shall be conducted by the local board of education. All notices shall be by certified mail, with the postmark used to determine the timeliness of the notice. Failure of the employee to request a hearing within ten (10) working days of such notice shall be considered a waiver of the employee's right to a hearing.

If any employee is to be suspended for a period to exceed ten (10) days, the superintendent of the district shall initiate proceedings for termination following the procedures set forth in this policy. However, in a case involving a criminal charge or indictment, the suspension may be delayed until the employee's case is adjudicated at the trial. Nothing in this policy shall prevent the school board from proceeding against the employee during or after the suspension for termination as provided in this policy. Source: 70 O.S. § 6-101.46

Hearing – If the employee selects a hearing before the board of education, the hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting if the request for the hearing was received by the local board of education at least ten (10) days prior to the next, or next succeeding, regularly scheduled meeting. Provided, however, at the request of the employee or at the discretion of the local board of education, the local board shall call a special meeting to conduct the requested hearing, which shall be held no sooner than ten (10) days nor later than thirty (30) days after receipt of the employee's request. The decision of the local board of education at the hearing shall be final.
Source: 70 O.S. § 6-101.47

SECTION 600
STUDENT BEHAVIORAL REQUIREMENTS
STUDENT DRESS REQUIREMENTS
AND
CONSEQUENCES FOR VIOLATION

All students enrolled in the district are subject to the discipline policies of the district while on school grounds (during school hours or during non-school hours), being transported to and from school or school functions by district transportation and while attending and/or participating in any school function. In addition, a student may be subject to the discipline policies of the district for infractions committed off-campus during non-school hours if the infractions and/or the circumstances leading to the infractions began on school grounds (during school hours or during non-school hours), while being transported to and from school or school functions by district transportation, while attending and/or participating in any school function, cause physical or emotional harm to other students, teachers or school personnel or impede discipline at school or the general welfare of school activities.

Students in possession of district-owned property, whether on- or off-campus, shall abide by the school's discipline policies with regard to that school-owned property. Any infraction committed with or through use of school-owned property will be subject to disciplinary action as if that infraction had occurred on campus or during a school function.

All students, teachers and parents or guardians shall be notified of this policy and will be provided a copy upon request.

Weapons Prohibited – On School Property and in Vehicles

1. It shall be unlawful for any person to have in his possession on any public or private school property or while in any school bus or vehicle used by any school for transportation of students or teachers any weapon designated in 21 O.S. § 1272 of this title as "...any pistol, revolver, shotgun or rifle whether loaded or unloaded or any dagger, bowie knife, dirk knife, switchblade knife, spring-type knife, sword cane, knife having a blade which opens automatically by hand pressure applied to a button, spring, or other device in the handle of the knife, blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon, whether such weapon be concealed or unconcealed," except as provided below or as otherwise authorized by law.
2. "School property" means any publicly or privately owned property held for purposes of elementary, secondary or vocational-technical education, and shall not include property owned by public school districts or private educational entities where such property is leased or rented to an individual or corporation and used for purposes other than educational.
3. Firearms and weapons are allowed on school property and deemed not in violation of this policy as follows:
    a. A gun or knife designed for hunting or fishing purposes kept in a privately owned vehicle and properly displayed or stored as required by law, or a handgun carried in a vehicle pursuant to a valid handgun license authorized by the Oklahoma Self-Defense Act, provided such vehicle containing said gun or knife is driven onto

school property only to transport a student to and from school and such vehicle does not remain unattended on school property;

b. A handgun in a vehicle driven onto school property by the holder of a valid handgun license, provided that the handgun is stored and hidden from view and the vehicle is locked if it is to be unattended;
c. A gun or knife used for the purposes of participating in the Oklahoma Department of Wildlife Conservation certified hunter training education course or any other hunting, fishing, safety or firearms training courses, or a recognized firearms sports event, team shooting program or competition, or living history reenactment, provided the course or event is approved by the principal or chief administrator of the school where the course or event is offered, and provided the weapon is properly displayed or stored as required by law pending participation in the course, event, program or competition;
d. Weapons in the possession of any peace officer or other person authorized by law to possess a weapon in the performance of their duties and responsibilities.
   A gun, knife, bayonet or other weapon in the possession of a member of a veterans group, the national guard, active military, the Reserve Officers' Training Corps (ROTC) or Junior ROTC, in order to participate in a ceremony, assembly or educational program approved by the principal or chief administrator of a school or school district where the ceremony, assembly or educational program is being held; provided, however, the gun or other weapon that uses projectiles is not loaded and is inoperable at all times while on school property.

Nondiscrimination Policy

In implementing the Gun/Weapon-Free Schools Act/Policy the Caney Valley Public School will comply with nondiscrimination requirements and will not discriminate on the basis of race, color, national origin, gender, age, or disability. Discipline of students with disabilities will be on a case-by-case basis in accordance with disability laws. Determination of whether the child's behavior is caused by his/her disability will be determined through reevaluation by the child's I.E.P. committee. Students with disabilities may be disciplined in the same fashion as students without disabilities for behavior which has been determined to be unrelated to the disability.
The board of education through its superintendent may seek a court order to remove a student who is considered to be dangerous to himself or other persons. Students suspended may request a due process hearing in accordance with the school's suspension policy.

Drugs/Alcohol Prohibited

This policy includes, but is not limited to, all illicit drugs, including alcohol and tobacco, and prescription drugs that are not lawfully prescribed to the student and/or that not taken as prescribed.

Specific Provisions:

- The district strictly prohibits the unlawful use, possession, dispensing, distribution, manufacture, or possession with intent to distribute, of any illicit drug, including alcoholic beverages, in or on any Caney Valley School District property (including vehicles), or at any school district sponsored function or event, is strictly prohibited.
- Reporting to school, or to any Caney Valley School District sponsored function or event under the influence of an illicit drug, including alcohol, is strictly prohibited. A "school sponsored function or event" is any activity, business or social, which has been called for, or in the name of, any group of students and/or employees representing the Caney Valley Public School or any collection of schools where there are students and/or employees representing the Caney Valley School District, regardless of its location.
- Students in the presence of other students violating this policy will be considered to be in possession of illicit drugs as well. Students are hereby put on notice that they are responsible for taking leave of any situation in which illicit drugs may be present.
- Students are hereby notified that compliance with this policy is mandatory, and will be consistently enforced.
- Disciplinary action for violation of this policy will be as set forth in the Sanctions section.

Extracurricular Activity Participation

Students are hereby put on notice that violation of the drug/alcohol policy will affect their eligibility to participate in extracurricular activities and/or organizations, pursuant to the following procedures:

- Whenever a coach and/or sponsor has reasonable suspicion, based upon what he/she believes to be reliable source(s), that an Caney Valley student organizational member has been involved in the use, possession or distribution of illicit drugs (including alcoholic beverages), whether at or away from school, the coach or sponsor will inform the principal, and the principal will investigate the alleged incident.
- Following the investigation, a group comprised of coaches and/or sponsors will convene to discuss the principal's findings. If the findings lead the group to be reasonably assured of the student's guilt, the principal will initiate discipline procedures in accordance with board policy.

Reporting Students who Unlawfully Possess, Use or Distribute Illicit Drugs (tobacco is included) and/or Alcohol:

- Whenever it appears to any school teacher that a student may be under the influence of low point beer as defined in 37 O.S. § 163.2 or of controlled dangerous substance, as defined in 63 O.S. § 2-101, the teacher shall immediately report the matter to the school principal or his/her designee. The Principal or designee shall immediately report the matter to the superintendent of schools or designee and a parent or legal guardian of the student.

- No officer or employee of any public school district or member of any school board shall be subject to any civil liability for any statement, report or action in assisting or referring for assistance to any medical treatment or social service agency or facility or any substance abuse prevention and treatment program any student reasonably believed to be abusing or incapacitated by the use of low point beer, alcoholic beverages or a controlled dangerous substance unless such assistance or referral was made in bad faith or with malicious purpose.
- No such officer or employee of any public school district, member of any school board, or school or school district shall be responsible for any treatment costs incurred by a student as a result of any such assistance or referral to any medical treatment, social service agency or facility or substance abuse prevention and treatment program.
- Students who appear to be under the influence of any alcoholic beverages or a controlled dangerous substance shall be immediately removed from the classroom and escorted to the principal's office, where a determination can be made of the student's status in regard to his/her being under the influence.
- Disciplinary procedures will be followed pursuant to board policy and shall be in compliance with state law.
- If a student of the Caney Valley Public School is found guilty of violating this policy, the Board of Education may assist the guilty student in seeking out competent counseling and/or rehabilitation, upon request of the student and/or the student's parent/guardian.
- If a student of the Caney Valley Public School has not violated the policy, but is aware of a need for counseling or rehabilitation, he/she may receive information on where to get help, such as counseling, or for emergency situations where more immediate help is needed. The drug hotline number is 800.522.9054.
- If the student mentioned in the preceding paragraph (not in violation but in need of counseling or rehabilitation) approaches the school counselor requesting assistance from the board concerning his/her problem, the Board of Education will consider requests for arranging release time from school for counseling.
- The school district will not be responsible for any costs of counseling other than what the district currently provides.
- The Caney Valley Public School will provide age-appropriate developmentally based drug and alcohol education for all its students in grades K-12.
- Teachers will present information addressing the legal, social, and health consequences of the use of drugs, including alcohol, from time to time, during selected/extended homeroom periods. This material will be provided by the counselors.

Tobacco Prohibited

The Caney Valley Board of Education prohibits the use or possession of any tobacco by minors on the school premises or at any school sponsored activity. Possession, use or distribution of tobacco products by minors is a violation of state law, and use or possession will result in disciplinary action.

In accordance with 21 O.S. § 1242, any minor being in possession of cigarettes, cigarette papers, cigars, snuff, chewing tobacco, or any other form of tobacco products and being by any police officer, constable, juvenile court truant officer, or teacher in any school, asked where and from whom such cigarettes, cigarette papers, cigars, snuff, chewing tobacco, or any other forms of tobacco product were obtained, who shall refuse to furnish such information, shall be guilty of a misdemeanor and upon conviction thereof before the district court, such minor being of the age of sixteen (16) years or upwards shall be sentenced to pay a fine not exceeding Five Dollars ($5.00) or to undergo an imprisonment in the jail of the proper county not exceeding five (5) days, or both; if such minor shall be under the age of sixteen (16) years, he or she shall be certified by such magistrate or justice to the juvenile court of the county for such action as said court shall deem proper.

In accordance with 21 O.S. § 21-1241, any person who shall furnish to any minor by gift, sale or otherwise any cigarettes, cigarette papers, cigars, snuff, chewing tobacco, or any other forms of tobacco product shall be guilty of a misdemeanor and upon conviction therefore, shall be sentenced to pay a fine of not less that Twenty-five ($25.00) nor more than Two Hundred Dollars ($200.00) and be confined in the county jail not less than ten (10) days nor more than ninety (90) days for each offense.

All persons, including students who have reached the age of majority, shall comply with the Smoking in Public Places Act, 70 O.S. § 63-1-1521 to 1527, which prohibits smoking, the use of snuff, chewing tobacco or any other form of tobacco product in the buildings and on the grounds of Caney Valley Public Schools by all persons including, but not limited to, full-time, part-time, and contract employees, during the hours from 7:00 a.m. to 4:00 p.m., during the school session or when class or any program established for students is in session.

Bullying Prohibited

The School Safety and Bullying Prevention Act at 70 O.S. § 24-100.4(A) requires each public school district board of education to adopt policies to address investigation of reported incidents of bullying. Following is the State Model Bullying Policy provided to school districts by the Oklahoma State Department of Education.

Prohibition of Incidents of Bullying

It is the policy of the district to prohibit all bullying of any person at school. This policy shall extend to all schools in the district. Prohibited conduct includes incidents of bullying instigated by use of electronic communication specifically directed at students or school personnel.

Definitions

The following words and terms used in this policy shall have the following meaning:

1. "At school" means on school grounds, in school vehicles, at school-sponsored activities, or at school-sanctioned events.
2. "Bullying" means any pattern of harassment, intimidation, threatening behavior, physical acts, verbal communication, 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.
3. "Electronic communication" means the communication of any written, verbal, or pictorial information or video content by means of an electronic device, including, but not limited to, a telephone, a mobile or cellular telephone or other wireless telecommunication device, or a computer.
4. "Threatening behavior" means any pattern of behavior or isolated action, whether or not it is directed at another person, that a reasonable person would believe indicates potential for future harm to students, school personnel, or school property.

School Bullying Prevention and Intervention

Every school site in the district shall ensure compliance with the following strategies for bullying prevention and appropriate intervention when incidents of bullying occur at school:

1. Bullying Preventing Officers. The principal of each school site in the district shall designate at least one Bullying Prevention Officer ("BPO") who shall be the primary point of contact to receive reports of incidents of bullying. The duties of the BPO shall be as follows:
    a. To receive, promptly review, and track reports of incidents of bullying;
    b. To establish and maintain the confidentiality of reports of incidents of bullying as appropriate;
    c. To establish a method for receiving anonymous reports of incidents of bullying;
    d. To publicize the procedures for reporting set forth in this policy to all students, parents/legal guardians of students, and school employees;
    e. To educate the school and community about bullying prevention measures;
    f. To review, monitor, and suggest strategies for improvement of the school climate in order to facilitate prevention and intervention of bullying incidents in the school site and promote a school culture of intolerance of bullying behaviors;
    g. To report the number of documented and verified incidents of bullying to the district and/or the State Department of Education in accordance with the

requirements of 70 O.S. § 24-100.4(F) and accompanying regulations at 210:10-1-20;

h. To serve on the Safe School Committee and make recommendations for bullying prevention education, professional development, and/or policies and procedures pertaining to bullying prevention; and
i. Any other duties deemed necessary by school administrators and/or the Safe School Committee to facilitate bullying prevention at the school site.

2. Training and education in school bullying prevention and intervention. All school administrators and school employees at each school site shall be required to complete annual professional development training in school bullying prevention, identification, response, and reporting that meets the requirements of 70 O.S. § 24-100.4(A) and 210:10-1-20. Selection of the required training at each school site shall be based upon the recommendation of the Safe School Committee established at the site.
3. Safe School Committee. Every school site in the district shall establish a Safe School Committee that meets the requirements of 70 O.S. § 24-100.5(A). At least one of the members of the Committee shall be a BPO designated at the school site. The duties of the Committee shall be the duties set forth in 70 O.S. § 24-100.4(B).
4. Bullying Prevention Programs. Every school site in the district shall implement a research- based educational program as designed and developed by the State Department of Education for students and parents in preventing, identifying, responding to and reporting incidents of bullying.

Reporting Incidents of Bullying

The system of incident reporting at every school site in the district shall ensure that students are encouraged to report incidents of known bullying and shall remove unnecessary obstacles that would serve as a deterrent to reporting (e.g., ensuring availability of reporting procedures during the school day, ensuring a student is not penalized for tardiness or absence from a class incurred as a result of reporting an incident). To facilitate prompt reporting and tracking of all incidents, school sites shall, at a minimum follow the following procedures: Such procedures shall, at a minimum, address all of the following requirements:

1. District Bullying Report Form. Students shall be informed of the process for reporting incidents of bullying and encouraged to report all incidents of bullying to district officials or to the local law enforcement agency. Incidents of bullying reported to the district shall be reported on the "District Bullying Report Form" which shall be made available to students at all times during regular school hours, including in the main/front office of the school site, the office of the school counselor, the website of the school site, and any other locations recommended by the Safe School Committee at each school site. Students shall be advised that they may obtain assistance from a school official if they have questions about completing the District Bullying Report Form or if they are unable to complete the form without assistance (e.g., students unable to write legibly due to age,

disability, etc.). The District Bullying Report Form shall be designed to facilitate reporting of incidents by all ages, and shall, at a minimum, include all of the following items:

a. Date and approximate time of incident;
b. Location of incident;
c. Name(s) of all individuals at whom the incident was directed or who were affected by the bullying behavior;
d. Name(s) of all individuals who initiated or encouraged the bullying behavior;
e. Name(s) of all individuals who witnessed the incident or may have information pertaining to the incident;
f. Description of the incident, including:
    i. Identification of all inappropriate behaviors;
    ii. Identification of any types of alleged harassment on the basis of race, color, national origin, gender, sexual orientation, religion, or disability;
g. A description of the types of behaviors used to harass, intimidate, or threaten a student. Examples include, but are not limited to the following:
    i. Gesture, written, or verbal expressions (e.g., written or verbal threats, obscene gestures directed toward a student);
    ii. Physical acts (e.g., physical fights, assault, or attack);
    iii. Electronic communication (e.g., cellphone, instant messaging, email, social networking, audio or visual images);
    iv. Damage of a student's property (e.g., stealing, hiding, or damaging property);
    v. Threatening another student (i.e., communication leading to a reasonable fear of harm to the person or property of another individual or individual's friends or family);
h. Description of interference with the school's educational mission or the education of the student, including, but not limited to:
    i. Detrimental changes in school attendance (e.g., absences or tardies; missing all or part of a class or a school day);
    ii. Detrimental changes in student performance (e.g., student grades, assessments);
    iii. Detrimental changes in participation in school activities (e.g., student demonstrates fear or avoidance of interaction with other students during activities, lunch, bus, recess);
i. Identification of any physical evidence of the conduct (e.g., written notes, emails, property destruction, voicemail messages, audio or video recordings);
j. Any other information which could potentially assist school officials in investigation of the incident;
k. Name of individual reporting the incident and contact information at which the individual reporting the incident may be reached to seek additional information (unless the form is for the purpose of anonymous reporting);

l. Relationship of the individual reporting the incident to the individuals involved in the incident.

2. Individuals who may report incidents of bullying. Incidents of bullying at each school site in the district may be reported by any student, parent, school employee, or member of the public. Any school employee who has reliable information that would lead a reasonable person to suspect that an individual at the school is currently or has been the target of one or more incidents of bullying shall be required to report the information to the school's BPO. Failure by school employees to report incidents of bullying in accordance with the requirements of this policy may result in disciplinary action.
3. Privacy and confidentiality. Reports of bullying shall be kept confidential to the extent necessary to ensure compliance with the provisions of the Family Education and Privacy Rights Act (FERPA) and to protect students who report incidents of bullying from retaliation.
4. Anonymous reporting. In order to ensure individuals may report incidents without fear of retribution or retaliation, every school site in the district shall provide at least one method of anonymous reporting of incidents of school bullying that protects the identity of the individual reporting the incident. However, an anonymous report shall not be the sole basis for formal disciplinary action in response to an incident of bullying.
5. Tracking reports of incidents of bullying. All reports of bullying shall be tracked using methods that will enable the BPO and administrators of each school site to identify emerging patterns of bullying over extended periods of time.

Response to Reported Incidents of Bullying

Every school site shall follow the following procedure in response to reported incidents of bullying. Upon receipt of a report of a bullying incident, the BPO shall take immediate steps to:

1. Separately interview with the individuals involved in the incident and witnesses to the incident to assess and ensure the safety of all individuals involved in the incident pending investigation of the incident;
2. Locate and secure any records or physical evidence relating to the incident;
3. Promptly notify the parent(s)/legal guardian(s) of all individual students involved in the incident and the steps taken by the school administration to ensure the safety of the students pending investigation of the incident; and
4. Contact law enforcement if an incident reported involves an immediate threat to school safety or immediate harm to the safety of an individual student.

Investigation, Determination, and Documentation of Reported Incidents of Bullying

The principal of each site shall be the individual responsible for investigating incidents of bullying unless the principal designates another school official at the site as the individual

responsible for investigation of the incident. The procedure for investigation of a reported bullying incident shall, at a minimum, meet all of the following requirements:

1. Initiation of investigation. Within three (3) school days of receipt of a report of an incident of bullying, the school principal or designee shall initiate an investigation of the reported incident. All interviews with individuals involved in the incidents, their parent(s)/legal guardian(s), and/or witnesses shall be documented. A student's parent/legal guardian or attorney shall be permitted to be present at the interview of a student upon request of the student or the student's parent/legal guardian.
2. Documentation of investigation. All investigations shall be documented on a form that includes, at a minimum, all of the following information:
    a. The date that the report of the incident was received by the BPO;
    b. The date investigation of the report was initiated;
    c. The name and title of the individual(s) assigned to conduct the investigation;
    d. Identification of all individuals involved in the incident;
    e. Identification of all individuals who witnessed the incident;
    f. A summary of the details of the alleged incident;
    g. A list of documentation available to investigate the incident; (e.g., written statement of student victim, written statement of student witnesses, medical information, incident forms, police reports);
    h. A summary of action taken to investigate the incident (e.g., interviews with alleged victim, offender, perpetrator, and/or witnesses; review of incident reports; review of history of prior student behaviors; review of evidence);
    i. A determination of whether sufficient evidence exists to verify occurrence of the alleged conduct;
    j. Identification of follow up actions taken with the victim(s) and offender(s);
    k. Identification of consequences implemented for the offender(s);
    l. Identification of remediation implemented to address harm to the victim(s);
    m. Date and method of notification of parents/legal guardians of victim(s) and offender(s) of completion and findings of investigation.
3. Findings and determination of alleged incident. Upon completion of review of all facts alleged and available evidence, the school administrator shall:
    a. Document all findings of facts;
    b. Issue a determination as to whether the occurrence of the incident could be verified based upon the available evidence as follows:
        i. Occurrence of the incident was verified;
        ii. Occurrence of the incident was unverified due to lack of proof (e.g., inability or unwillingness of victim to assist investigation or provide evidence in support of the allegations); or
        iii. Evidence exists beyond reasonable doubt to support a conclusion that incident was falsely reported by an individual as a means of bullying or retaliation or reprisal against a student for reporting an act of bullying.

4. Notification of results of investigation. Upon completion of an investigation, the school administrator shall promptly notify the district, and the parents/legal guardians of the students involved:
    a. The findings of the investigation; and
    b. Any proposed consequences and remedial measures provided to the individual(s) affected by the incident.
5. Follow up referrals for the purpose of student support services. Upon completion of an investigation, a school may recommend that available community mental health care, substance abuse, or other counseling options be provided to students involved in bullying incidents. A school may request the disclosure of any information concerning students who have received mental health, substance abuse, or other care pursuant to paragraph 13 of this subsection that indicates an explicit threat to the safety of students or school personnel, provided the disclosure of the information does not violate the requirements and provisions of the Family Educational Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, Section 2503 of Title 12 of the Oklahoma Statutes, Section 1376 of Title 59 of the Oklahoma Statutes, or any other state or federal laws regarding the disclosure of confidential information.

<u>Remediation and Consequences for Incidents of Bullying</u>

1. Consequences for Individuals Who Commit Incidents of Bullying. Appropriate consequences shall be imposed for every individual who commits an act of bullying or an individual found to have falsely accused another student of bullying as a means of bullying or retaliation or reprisal for reporting an act of bullying. Consequences shall be determined, implemented and enforced in a manner that is consistent with the due process requirements set forth in the district's policies pertaining to student and employee discipline. Examples of appropriate consequences may include, but are not limited to the following:
    a. Verbal or written warnings;
    b. Conferences with the parent(s)/legal guardian(s) of the students involved in an incident of bullying;
    c. Detention;
    d. Loss of school privileges;
    e. Course and/or teacher reassignment;
    f. Prohibition or suspension of participation in school activities;
    g. In-school or out-of-school suspension in accordance with the provisions of 70 O.S. § 24- 101.3 and district policies and procedures pertaining to student discipline;
    h. Restitution of a victim's property that has been damaged as a result of the bullying incident;
    i. Reassignment, suspension, and/or termination of school employment;
    j. Referral to law enforcement.

2. Factors for Determination of Consequences for Incidents of Bullying Behavior. Every school administrator shall determine consequences for incidents of bullying behavior on a case- by-case basis in a manner that is proportionate to the severity of the conduct. Consequences for verified acts of bullying behavior shall be applied in such a manner as to ensure fair and impartial application of consequences (e.g., student's academic or athletic status shall not be considered as a factor for determination of appropriate consequences). In determining what consequences are appropriate for an individual determined to have perpetrated an incident of bullying, every school administrator shall include the following factors in the consideration:
    a. If the individual who perpetrated the incident was a student:
        i. The age of the student;
        ii. The life skills of the student;
        iii. The grade level of the student;
        iv. The mental, physical and emotional development level of the student;
        v. Personal obstacles such as a history of abuse suffered by the student or negative family situation.
    b. The existence of any previous bullying behavior or continuing or ongoing pattern(s) of behavior by the perpetrator;
    c. The circumstances in which the incident occurred;
    d. The nature and severity of the bullying behavior involved in the incident;
    e. The nature and severity of harm to the victim of the incident, including:
        i. Consideration of documented physical, mental and emotional distress resulting from the incident; and
        ii. The existence of any mental, physical, or health conditions of the victim exacerbated by the incident;
    f. The relationship between the individuals involved; and
    g. The potential for future violent conduct.

    Factors for Determination of Consequences for False Accusations. Every school administrator shall determine consequences for incidents in which an individual intentionally and knowingly reports a falsified accusation of a bullying incident as a means of bullying or as a means retaliation or reprisal against another student in response to a previous reported incident of bullying. Consequences shall be sufficient to deter false reports of conduct, but not so severe as to deter credible reports of bullying incidents. All of the following factors shall be considered in determining appropriate consequences for a falsified accusation:
    a. The status of the individual (i.e., student, employee, volunteer, etc.);
    b. If the individual who made the false accusation was a student:
        i. The age of the student;
        ii. The life skills of the student;
        iii. The grade level of the student;
        iv. The mental, physical and emotional development level of the student; and

v. Personal obstacles such as a history of abuse suffered by the student or negative family situation.

c. Whether the individual who falsely accused another student of bullying has been the perpetrator of previous bullying incidents;
d. The nature and severity of the bullying behavior involved in the incident; and
e. The circumstances in which the incident occurred.

3. Determination of Remediation Measures in Response to Incidents of Bullying Behavior. Every school site shall implement appropriate remediation measures in response to incidents of bullying. Remediation measures shall include strategies for the protection of all persons involved in incidents of bullying, including targets and perpetrators of the bullying incident, and family members affected by the bullying incident. Such remediation measures shall be designed to prevent further incidents of bullying and to increase safety for the individuals involved in incidents of bullying as well as all individuals at each school site. Examples of appropriate remedial measures in response to incidents of bullying may include, but shall not be limited to, one or more the following:
   a. Referral of students involved in incidents of bullying to appropriate support services, including school or community counseling services, mental health treatment, or therapy services;
   b. Referral to a delinquency prevention and diversion program administered by the Office of Juvenile Affairs;
   c. Academic intervention;
   d. Programs of age-appropriate instruction for students to support a student's life skills (e.g., conflict resolution, problem solving skills, life skills, social skills, anger management);
   e. Parental education programs;
   f. Peer support groups;
   g. Modifications of student schedules;
   h. Modification of hallway traffic at the school site;
   i. Increased supervision;
   j. Increased use of monitors or monitoring equipment in school facilities, hallways, cafeterias, playgrounds, and/or buses.

<u>Annual Notice of School Bullying Prevention Policy</u>

Every school site shall implement a strategy for publicizing and distribution of this policy and all accompanying forms and procedures for reporting and investigation of incidents of school bullying. Publication and distribution shall comply with the provisions of 70 O.S. § 24- 100.4 and 210:10-1-20, and shall at a minimum meet all of the following requirements:

An annual written notice of the bullying policy shall be provided to parents, guardians, staff, volunteers, and students at each school. Notice of the policy shall be posted at various locations

within each school site, including, but not limited to school cafeterias, bulletin boards, and administration offices. The written notice provided to students shall be written in age- appropriate language to ensure comprehension by younger students and provided with accommodations as necessary to ensure accessibility to students with disabilities.

1. A copy of this policy shall be posted on the district website. In addition, each school site that has its own separate website shall post a copy of this policy and all accompanying forms and procedures on its website.
2. Each school site shall include a copy of this policy in its student and employee handbooks.

Sexual Harassment Prohibited

This school district forbids discrimination against, or harassment of any student on the basis of sex. The Board of Education will not tolerate sexual harassment of or by any of its employees or students. This policy applies to all students and employees including nonemployed volunteers whose work is subject to the control of school personnel.

For purposes of this policy, sexual harassment includes, but is not limited to:

- Unwanted verbal or physical sexual advances, including subtle pressure for sexual activity, touching, pinching, patting, or brushing against, comments regarding physical or personality characteristics of a sexual nature, and sexually-oriented "kidding" "teasing," double meanings, and jokes.
- Demeaning comments about a girl's ability to excel in a class historically considered a "boy's" subject, privately talking to a student about sexual matters, hugging or touching a student inappropriately.
- The making of graffiti which names a student or otherwise identifies a student is potentially slanderous. Graffiti of any kind will not be tolerated on school property. The superintendent is directed to cause any graffiti or unauthorized writings to be removed immediately.

Specific Prohibitions for Administrators, Supervisors and Other Employees:

- It is sexual harassment for an administrator, supervisor, support personnel, or teacher to use his/her authority to solicit sexual favors or attention from students.
- Administrators, supervisors, support personnel, or teachers who either engage in sexual harassment of students or tolerate such conduct by other employees shall be subject to sanctions, as described below.
- The school district is not concerned with the "off-duty" conduct of school personnel unless the conduct has or will have a negative impact on the educational process of the school. Any romantic or sexual affiliation between school personnel and students, including students who have reached the age of majority (18), occurring during school hours will have a negative impact on the educational process and shall constitute a violation of school policy. Such violations may

result in suspension of the student and suspension or termination for the employee. Any sexual affiliation between teachers and students under the age of 18 may constitute a crime under state or federal law.

Grievance Procedure – Report, Investigation, and Sanctions

It is the express policy of the board of education to encourage student victims of sexual harassment to come forward with such claims. This may be done through the following Sexual Harassment Grievance Procedure:

- Students who feel that administrators, supervisors, support personnel, teachers, or others students are subjecting them to sexual harassment are encouraged to report these conditions to the appropriate administrator or teacher. If the student's immediate administrator or teacher is the alleged offending person, the report will be made to the next higher level of administration or supervision or to any responsible adult person.
- Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The Principal has the responsibility of investigating and resolving complaints of sexual harassment involving students.
- Any employee found to have engaged in sexual harassment of students shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural and due process requirements.
- Any student found to have engaged in sexual harassment of other students shall be subject to sanctions, including, but not limited to warning, suspension or other appropriate punishment subject to applicable procedural and due process requirements.
- REFERENCE: Title VII of the Civil Rights Act of 1964
  42 U.S.C. 2000e-2
  29 C.F.R. 1604.1, et seq

Gang Activity Prohibited

It is the policy of the Caney Valley Public School District that membership in secret fraternities or sororities, or in other clubs or gangs not sponsored by established agencies or organizations, is prohibited.

Gangs which initiate, advocate, or promote activities which threaten the safety or well-being of persons or property on school grounds or which disrupt the school environment are harmful to the educational process. The use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of grooming which, by virtue of its color, arrangement, trademark,

symbol, or any other attribute which indicates or implies membership or affiliation with such a group, presents a clear and present danger to the school environment and educational objectives of the community and are forbidden.

Incidents involving initiations, hazing, intimidation, and/or related activities of such group affiliations which are likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students are prohibited.

Any student wearing, carrying, or displaying gang paraphernalia, or exhibiting behavior or gestures which symbolize gang membership, or causing and/or participating in activities which intimidate or affect the attendance of another student will be subject to disciplinary action including suspension and expulsion.

Hazing Prohibited

"Hazing" means any activity which recklessly or intentionally endangers the physical or mental health or safety of a student, which activity is required or strongly encouraged as a condition of membership or as a "rite or passage" in any organization, regardless of whether participation is willing or not. Examples of hazing include, but are not limited to the following:

- Whipping, beating or any other physical contact of an unwelcome or punitive nature.
- Branding, piercing, tattooing or the like.
- Forced calisthenics.
- Forced exposure to the elements, including forced nudity.
- Forced consumption of alcohol, drugs, food or other substances.
- Activities which would include extreme mental stress such as prolonged sleep deprivation, prolonged isolation.
- Any other conduct which could cause extreme embarrassment or humiliation.

No organization having student members which is sponsored by the district or which is permitted to hold meetings or other events on school district property, and no member of any such organizations shall engage or participate in or directly or indirectly condition membership or consider as a "rite of passage" participation in or submission to any hazing activity. It is the responsibility of the organization and/or members thereof to ascertain from district administration whether any questionable activity or action is considered by the district to be hazing.

Students violating the prohibitions set forth in this policy shall be subject to any and all disciplinary measures the district deems appropriate.

Student organizations with members violating the prohibitions set forth in this policy shall forfeit all rights, privileges and recognition from the district for a minimum of one year and shall be referred to local law enforcement authorities for prosecution.

This hazing policy shall be considered a part of the bylaws or other organizational rules of all school district-sponsored student organizations.

Wireless Telecommunications Devices Prohibited

Rules and regulations regarding student possession and/or use of cellular phones, tablet devices and the like may be found in the student handbook.

Additional Offenses Subject to Discipline

All student behavior in the Caney Valley Schools should be based on respect and consideration for the rights of others. Rules of conduct shall be developed cooperatively by the faculty and administration with student involvement as appropriate. Any restrictions on student behavior must be concerned with speech or action which disrupts the work of the school or interferes with the rights of other students.

Students have a responsibility to know and respect the rules and regulations of the school. Students have the further responsibility to behave in a manner appropriate to good citizenship everywhere.

The following actions, in addition to the specified offenses outlined in the above sections, are also prohibited actions. Students engaging in such actions are subject to discipline. This list is non-exhaustive. Other activities not set forth specifically in this section may also be subject to disciplinary action. It is the responsibility of each student to ascertain from district administration, prior to any questionable action, whether such action constitutes a district disciplinary offense. Discipline taken for actions listed below will be based on the severity of the actions and the circumstances surrounding the offense:

- Damaging in any way property, real or personal, belonging to the district, its employees, students or visitors.
- Defiance of the authority of a teacher, principal, bus driver, administrator or other school employee.
- Participating in or engaging in any activity which interferes with or disrupts the educational process. This includes maintaining an attitude and/or appearance through dress or conduct which interferes with or disrupts the educational process.
- Threats made to another.
- Physical altercation on the school campus or at a school activity of a limited duration not resulting in physical injury.
- Any type of scholastic dishonesty, including but not limited to cheating, plagiarism and collusion.

- Leaving school grounds when not permitted to do so.
- Failing to comply with lawful directives or rules issued by school personnel or pursuant to school policies, rules and regulations.
- Committing, or attempting to commit, robbery or theft of any property belonging to the district at any time or of any property belonging to any employee or other student.
- Lying or giving false information, either verbally or in writing, to a school employee.
- Tampering with or altering school records in any way.
- Engaging in truancy or other unauthorized absences.
- Hazing in any form.
- Assault and battery resulting in physical injury.
- Acts of licentious behavior, sexual misconduct or lewdness.
- Violation of any public criminal or civil law or school or building regulation.
- Verbal or physical assault, violence or profanity, obscene gestures or sexual innuendo directed to an employee of the district, a visitor or another student.
- Vandalism.
- Indecent exposure.
- Gambling.
- Extortion or the attempt to commit extortion through coercion, blackmail or through the use of threat or force.
- Immoral misconduct as determined by the administration.
- Violation of the school dress code.
- Assault, attempted assault or any act which could reasonably cause injury to another.

Good standards of dress and appearance reflect good judgment, poise, maturity and a business-like and purposeful atmosphere of a good school. Students of Caney Valley School carry the burden of representing a good image for themselves, parents, teachers and visitors. Students should dress appropriately for all occasions.

The following articles of apparel are not considered suitable for school purposes and will not be permitted:

1. Gym shorts, cut-offs, spandex or sloppy sweat pants.
2. Tank tops, muscle shirts, see-through shirts and blouses.
3. Bare-midriff blouses or shirts.
4. Any shirt or garment with symbols, patches, letters, numbers, slogans, phrases that have ambiguous meanings or that are offensive, obscene or in bad taste.
5. Any article of clothing or attire that tends to disrupt the learning process.
6. Shorts may be worn to school, so long as the wearing thereof complies with the following:
   a. Shorts may not be worn between Thanksgiving Vacation Break and Spring Break.
   b. Length of shorts must be one (1) inch below the finger tip when arms and hands are extended at the sides of the student with the waistband in proper position.
7. Hair must be neat and clean.
8. Shoes, sandals or boots must be worn.
9. Hats, headbands or caps will not be worn inside the buildings.

Violation of the school dress code may result in disciplinary action.

In accordance with 70 O.S. § 24-102, the superintendent or principal, teacher, or security personnel of any public school in the State of Oklahoma, upon reasonable suspicion, shall have the authority to detain and search or authorize the search, of any pupil or property in the possession of the pupil when said pupil is on any school premises or while in transit under the authority of the school, or while attending any function sponsored or authorized by the school, for dangerous weapons, or controlled dangerous substances, or for intoxicating beverages, low-point beer, or for missing or stolen property if said property is reasonably suspected to have been taken from a pupil, a school or the school during school activities.

The search shall be conducted by a person of the same sex as the person being searched and shall be witnessed by at least one other authorized person, said person to be of the same sex if practicable. In no event shall a strip search of a student be allowed. No student's clothing, except cold weather outerwear, shall be removed prior to or during the conduct of any warrantless search. The superintendent or, principal, teacher, or security personnel searching or authorizing the search shall have authority to detain the pupil to be searched and to preserve any dangerous weapons or, controlled dangerous substances, intoxicating beverages, nonintoxicating beverages, or missing or stolen property that might be in their possession including the authority to authorize any other person they deem necessary to restrain such pupil or to preserve any dangerous weapons or, controlled dangerous substances, intoxicating beverages, nonintoxicating beverages, or missing or stolen property.

Pupils shall not have any reasonable expectation of privacy towards school administrators or teachers in the contents of school locker, desk, or other school property. School personnel shall have access to school lockers, desks, and other school property in order to properly supervise the welfare of pupils. School lockers, desks, and other areas of school facilities may be opened and examined by school officials at any time and no reason shall be necessary for such search. Schools shall inform pupils in the student discipline code that they have no reasonable expectation of privacy rights towards school officials in school lockers, desks, or other school property.

Students who drive automobiles onto school property, by so doing, subject any such automobiles to a search upon "reasonable suspicion." An alert by a drug interdiction canine is an example of one of the many circumstances that may substantiate reasonable suspicion. Identification by a drug dog does not necessarily constitute possession but does constitute reasonable suspicion.

Authority to Suspend Students

The authority to suspend a student from a school in the school district is delegated to the respective building principal or superintendent. Any student may be suspended for:

- Violations of school policy or regulations.
- Possession of a dangerous weapon (except as allowed pursuant to 21 O.S. 2001 § 1280.1) or controlled substance while on or within two thousand (2,000) feet of public school property, or at a school event.
- Possession of alcohol.
- Possession of missing or stolen property if the property is reasonably suspected to have been taken from a student, school employee or the school during school activities.
- For any act which disrupts the academic atmosphere of the school, endangers or threatens fellow students, teachers or officials, or damages property

Pre-Suspension Procedures:

- Except under circumstances which require the immediate removal of a student or students, the parent(s) or legal guardian shall be informed before a student is released from school.
- Before a student is suspended out-of-school, the principal shall consider and apply, if appropriate, alternative in-school suspension (ISS), placement in an alternative school setting, reassignment to another classroom or in-school detention or some other in-school option.

Short-Term Suspensions

A student may be suspended from school for up to ten days or less by the principal. Both the student and the parent(s) shall be notified of the suspension, the reasons therefor, and the right to appeal the suspension.

Long-Term Suspensions

A student may be suspended from school for the remainder of the current semester and the entirety of the succeeding semester. Both the student and the parent(s) shall be notified of the suspension, the grounds therefor, and the right to appeal.

A suspension shall not extend beyond the present semester and the succeeding semester except for suspensions resulting from violations of the Weapons-Free Schools Policy which provides suspensions for up to one calendar year. Students found to be in possession of a firearm (except as allowed pursuant to 21 O.S. 2001 § 1280.1) will be suspended for a period of not less than one (1) calendar year. The term of the suspension may be modified by the superintendent on a case-by-case basis.

Terms and Conditions of Suspension

Pursuant to 70 O.S. Supp., 1995, Section 24-101.3:

- A student suspended for a non-violent act for five (5) or more days shall be placed in a supervised structured environment in either a home based school work assignment setting or another appropriate setting in accordance with a plan prescribed by the principal that provides education to and monitoring of the students, which shall be complied with /by the parent or legal guardian. A time and date will be scheduled with the parent to discuss the suspension plan.
- Violent acts - A student who has been suspended out of school from a public or private school in the State of Oklahoma or another state for a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or other students will not be entitled to enroll in a public school of this state.

Violation of Drug Prohibition Policy:

- Any student suspected of violation of this policy may be immediately suspended from school by the principal.
- If the student is found not to be in violation of this policy, he/she will be reinstated with full benefits, and shall be assisted in making-up any missed work.
- If the student is found guilty of violating this policy, the board will use its discretion in:
    - Initiating due process to suspend the student for an indefinite period of time (up to the maximum allowable by Oklahoma law), with promise of re-entry upon completion of a counseling and/or rehabilitation program;
    - Initiating due process which may require the student to complete a counseling and/or rehabilitation program, while continuing to attend school.
    - Referring the student to the proper agency for prosecution;
    - Initiating due process to do any of, all of, none of, any combination of, or anything not mentioned in the three preceding paragraphs.

School Work During Suspensions:

- Students who are suspended from school for five (5) days or less will receive no academic credit while under suspension.
- For any student suspended from school for more than five (5) days – the administrator will provide the student with an educational plan providing for, but not limited to, the core units in which the child is enrolled. Parents will receive instructions as to when assignments must be obtained and returned.
- No educational plan will be provided to the student if suspended for possession of a dangerous weapon, possession of a controlled dangerous substance or violent offenses.

- Students suspended for more than five (5) days will receive academic credit for satisfactorily completed work.
- A copy of the educational plan shall be provided to the suspended student and the student's parent or guardian. Parents will be requested to meet with the principal to develop an educational plan to set timeliness for completion and to establish to whom completed work will be delivered.
- The parent is responsible for a supervised, structured learning environment and must monitor the student's educational progress until the suspension is completed.
- Students on an Individualized Educational Plan (IEP) pursuant to the Individuals with Disabilities Education Act (IDEA), shall be provided the education and related services in accordance with the student's Individualized Education Plan.

Extracurricular Activities During Suspensions

Students under out of school suspension will not be able to attend school or any school sponsored function or activity (including extracurricular activities) during such suspension.

Returning to School after the Suspension Ends:

- No public school will be required to enroll the student suspended for a violent act until the terms of the suspension have been met at the time of suspension has expired.
- No public school of this state will be required to provide education services in the regular school setting to any student who has been adjudicated as a delinquent until the school in which the student is subsequently enrolled determines that the student no longer poses a threat to self, other students, or faculty. The school may provide education services through an alternative school setting, home-based instruction, or other appropriate setting.
- Any student suspended for a violent crime directed toward the classroom teacher cannot be readmitted to that teacher's classroom without the teacher's permission.
- For any student that enrolls in a school district other that the school district for which the student was enrolled for that year or the prior year, upon the request of the receiving school district for the education records for that student, the sending school district will include in the records a copy of any disciplinary records for the student. The forwarding and disclosure of disciplinary records or other education records to a school district in which a student seeks or intends to enroll will be in accordance with the annual notification requirements and provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
- Before students can be re-admitted into school a conference between the principal, parent/guardian, and student will be required.

Any student who has been suspended under the steps listed above, or the student's parent(s), may appeal the suspension. The following procedures shall govern the appellate process:

- The student, or the student's parent(s), shall notify the superintendent in writing within five (5) days of the receipt of the written suspension notice of the intent to appeal the suspension.
- Upon receiving notice of a student's or student's parent(s) intent to appeal, the superintendent shall advise the suspension committee. The appeal shall be heard within ten days from the date the notice of intent is filed with the superintendent.
- The decision of the committee is final for short term suspensions. If the student, or the student's parent(s) wish to appeal the suspension committee's decision for long-term suspension, the superintendent shall be notified in writing within five (5) days of the receipt of the hearing decision.
- The superintendent upon receipt of notice shall notify the board of education and the appeal shall be heard at the next board meeting or within ten days of receipt of the intent to appeal, whichever comes first. The superintendent, at his/her discretion, may permit the suspended student to attend classes pending the outcome of the appeal.
- During the hearing of the appeal, the student may be represented by legal counsel or another adult representative; may examine witnesses on his/her own behalf; cross examine opposing witnesses, and offer other evidence in his/her behalf including the student's own testimony.
- The board of education may conduct the hearing and render the final decision or may appoint a hearing officer to conduct the hearing and render the final decision. The decision of the board of education, or of the hearing officer, if applicable, shall be final.
- The suspension committee, board of education or hearing officer may uphold the suspension, modify the terms of the suspension or overrule the suspension. The student and the student's parent(s) shall be notified within five school days of the decision.

Appeal for Reinstatement

Students who have been suspended for the remainder of a semester, or more, may petition the superintendent for reinstatement. The superintendent may, at his/her discretion, schedule an informal hearing with the concerned principal. At the hearing, the student may present evidence of attitude or behavior modification which would support reinstatement. The superintendent and the principal may reinstate the student or deny reinstatement and submit a written report of the informal hearing to the board of education. The board shall take whatever action it deems appropriate.

Corporal punishment, in the form of spanking or paddling, is a disciplinary action authorized to be used by teachers in Caney Valley Public Schools as long as it is administered in accordance with the guidelines established by the building principal and pursuant to state and federal law.

Teachers should use corporal punishment only when other means have failed, or another method of punishment does not seem appropriate in light of the student's offense.

Prior to the administration of corporal punishment, the student shall be given an opportunity to explain his/her version of the disruptive event for the purpose of demonstrating that corporal punishment is not warranted.

Corporal punishment will not be administered to any student whose parent or guardian has requested that the child not be given corporal punishment if such request is in writing and on file with the principal of the school the child attends.

Corporal punishment shall not be administered to a student with a disability, as defined by the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and/or any regulations promulgated in connection with any of said acts.

Corporal punishment will be administered only in the presence of another professional staff member. Corporal punishment will not be administered in the presence of any other students.

Only ordinary or reasonable force is to be used. In determining what is ordinary or reasonable force, the person responsible for administering punishment shall consider the nature and severity of the misconduct, attitude and past behavior of the student, availability of less severe but equally effective means of punishment, severity of punishment and the age and physical condition of the student.

Guidelines for Administering Corporal Punishment

1. All corporal punishment will be administered and witnessed by certified personnel, preferably one being an administrator when possible.
2. Documentation must be signed by both the certified personnel who administers the punishment and the certified witness.
3. Documentation must include the reason for the punishment, the date administered, and must include the time and place administered.
4. The certified personnel administering corporal punishment must return the documentation to the principal on the same day as the punishment.
5. Corporal punishment will be administered only on the buttocks region of the body and only using a standard paddle.

Damages – Liability of Parents

The state or any county, city, town, municipal corporation or school district, or any person, corporation or organization, shall be entitled to recover damages in a court of competent jurisdiction from the parents of any minor under the age of eighteen (18) years, living with the parents at the time of the act, who shall commit any criminal or delinquent act resulting in bodily injury to any person or damage to or larceny of any property, real, personal or mixed, belonging to the state or a county, city, town, municipal corporation, school district, person, corporation or organization. The amount of damages awarded shall not exceed Two Thousand Five Hundred Dollars ($2,500.00). (23 O.S. § 10)

Penalties to Parent for Child with Firearm at School

Any custodial parent or guardian of a child under eighteen (18) years of age whose child commits the crime of possession of a firearm on school property may be fined not exceeding Two Hundred Dollars ($200.00), or ordered to perform community service not exceeding forty (40) hours or both such fine and community service. To satisfy community service requirement, the court may give preference to work which benefits the school said child attends. Said penalty shall be an administrative penalty and shall not be recorded on the custodial parent or guardian's criminal record. The fine shall be payable to the court clerk to be deposited in the court fund. Nothing in this section shall prohibit the filing or prosecution of any criminal charge. (21 O.S. § 858).

SECTION 700
STUDENT ATHLETICS
STUDENT ACTIVITIES

Attendance Requirements

Organizations should hold their activity absences from regular-scheduled classes to a minimum. Each absence of this type must be approved by the Principal before the student or students may be taken from a class.

All school sponsored absences fall under the guidelines of the Oklahoma Secondary Activities Association and the State Department of Education.

NOTE: Students are not permitted to drive a vehicle to out of town school sponsored activities in which they are going to participate.

The limit on activity absences does not apply to any activity that leads to State or National competition.

It is the student's responsibility to make up all work. This should be done in advance when possible.

It is recommended that the activity sponsor allow students, when possible, to make up work missed from other classes during the sponsor's class or activity period.

Procedures for filing complaints will be handled as stated in the State Board of Education activities regulations.

All students who have been excused by the Principal will be reported on the daily bulletin. These absences will be recorded with an abbreviated activity designation (i.e. FFA, FB for Football, etc.) on the absentee card. State and national sponsored activities (noted on the daily bulletin) will be recorded with the abbreviated activity designation and circle around it.

Attendance/Activity Regulations:

The State Board of Education encourages students to be in attendance in their regularly scheduled classes so that maximum learning can occur. Educational programs are built on the foundation of continuity of instruction and participation in the classroom setting. Consistent classroom attendance can assist students toward development of strong work habits, responsibility and self-discipline. Since the educational merit of the co-curricular program is recognized, the goal of the State Board of Education is to facilitate a balanced education for each student. It is with the above goals and philosophy that the State Board of Education establishes the following attendance/activities regulations.

REGULATION 1:

It is the intent of the State School Board of Education that the Principal and local Board of Education annually review the scheduling of activities so that minimal interruptions occur in the instructional program of a child.

REGULATION 2:

The maximum number of absences for activities, whether sponsored by the school or outside agency/organization, which removes the student from the classroom shall be ten (10) for any one class period. Excluded from this number are state and national levels of school sponsored contests. State and national contests are those for which a student must earn the right to compete. (The criteria for earning the right to represent the school in any activity or contest must be submitted in writing by local school sponsors and approved by the Local Board of Education.)

REGULATION 3:

Each school year the following shall serve as an Internal Activities Review Committee which shall be responsible for reviewing and recommending any deviation from the activities policy to the Board of Education. The committee shall be composed of: High School Principal, Middle School Principal, Athletic Director, one at large faculty representative, and one vocational instructor elected by the high school principal.

REGULATION 4:

Each school district shall be responsible for maintaining an addendum to the attendance records to verify the conditions within the school system that apply to the above regulation.

REGULATION 5:

Procedures for filing complaints concerning activity absences:

A signed written complaint must first be filed with the local 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 list of the name(s) of the student(s), date(s) and class(es) missed which exceed Regulation 1.

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.

The monitoring team shall submit a written report to the Superintendent (Principal in a dependent school district) and local Board of Education within ten (10) school days of the on-site visit.

REGULATION 6:

Upon the recommendation of the monitoring team, the Superintendent (Principal in a dependent school district) may be called before the State Board of Education for determination of the appropriate action to be taken. In cases of flagrant violation, state funds may be deducted/withheld from the school district.

Pursuant to the provisions of 70 O.S. Section 24-105, the District shall notify parents each year about clubs and organizations sponsored by or under the direction of the school.

Scope of Policy

This policy applies only to clubs and organizations that are extracurricular and shall not apply to participation in clubs and organizations that are necessary for a required class of instruction.

Any club or organization shall not be prohibited or prevented from meeting, or forced to end or cancel any function when a student who is not authorized to participate or be in attendance is present.

Clubs and Organizations Defined

"Clubs and organizations" means a club or organization comprised 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.

Notification Provisions

1. Notification shall be made as follows:
    a. Inclusion in the student handbook; and
    b. Posting on the school's website, if such a website exists.
        i. In the event the district does not have a school website, notification shall be made in an alternative fashion to be determined by the administration.

2. Notification shall contain the following information:
    a. Name of the club/organization;
    b. Mission/purpose of the club/organization; and
    c. Name of the faculty advisor, if known.

3. In the event any club or organization is formed after annual notification has been distributed, the district shall notify parents of any such additional clubs or organizations through the same means as the annual notification.

Parental Restriction of Student Participation

1. Parents may restrict children from participation in one or more student clubs or organizations. The procedure for parents wishing to withhold permission for their child/children to participate in one or more clubs or organizations is as follows:

a. The parent shall notify the Superintendent in writing no later than ten (10) days after annual notification of clubs or organizations has been made, and no later than ten (10) days after notification of additional clubs or organizations has been made.
b. The notification shall contain:
    i. The name of the student(s) being restricted;
    ii. The grade level of the student(s) being restricted; and
    iii. The club(s) or organization(s) the student shall not be allowed to attend.
c. Notification of club or organization restriction is effective only for the current school year, and shall be required to be renewed by the parent for any subsequent school year where permission to participate in a club or organization is to be restricted.

2. In the event a parent has restricted a child/children for participation in one or more clubs or organizations, the parent shall be responsible for the following:
    a. Preventing the child/children from participating in the club or organization;
    b. Retrieving the child/children from attendance at a club or organization function where permission to participate has been withheld; and
    c. Providing written notice to the Superintendent each school year of any clubs or organizations from which permission to participate has been withheld.

General Provisions

The Caney Valley School District believes that individual students can benefit physically and intellectually through their experiences in self-discipline and their contributions to team effort made possible through competitive sports activities.

It is the Board's policy to provide students with the opportunity for interscholastic athletic competition in a variety of sports and to provide qualified personnel for coaching and supervising individual sports.

The purpose of athletics is both educational and recreational. The athletic program should encourage participation by as many students as possible and should be carried on with the best interests of the participants as the first consideration. This should be done without reasonable interference with other obligations in the school community.

It is recognized that a well-organized and well-conducted athletic program is a potent factor in the morale of a secondary school student body, and an important phase of good community-school relations.

However, the Board also believes that athletic education is an adjunct to the regular curriculum and that certain criteria must be met by each participant to ensure that no undue emphasis is placed in any one area. Students will be made aware of any and all participation requirements. No student will be permitted to participate in athletics unless such minimum criteria are met.

Governing Body

Caney Valley High School is a member of the Oklahoma Secondary Schools Activities Association (OSSAA), and in all athletic matters will adhere firmly to the rules and regulations of that body and to the philosophy of sports it encourages. The eligibility of students to participate in the athletic program is determined in accordance with OSSAA regulations.

Administrative Oversight

The athletic program is an integral part of the curriculum and comes under the authority of the principal to the same degree as do all other phases of the curriculum.

Those teachers having direct responsibility for the conduct of the athletic program of the school must conform with the guidelines of the general education program as laid down by the board and administration, including such matters as schedules, financial expenditures, relationships with other schools, and health and safety regulations.

Expenditures for the athletic program are largely from the school activity fund. Coaches of each sport will submit their budgetary needs to the athletic director for the next school year, and the latter will present the total athletic budget request to the Superintendent for approval and inclusion in the budget.

Student Safety Issues

No student may start practice for any athletic team until he/she has been examined and approved by a medical doctor and until written consent has been obtained from the parent.

Insurance against accident or injury shall be provided by the students engaging in interscholastic athletics.

Behavior of Participants

Behavioral/Participation Standards:

- Athletes who quit or get dismissed from a sport will not be allowed to practice another sport until the current sport is over. The only exception to this rule is by mutual consent of both coaches involved. This rule applies to the current school year and current sports season.
- School athletic equipment will not be given out to be used during the summer without the approval of the Athletic Director. Equipment is not to be used by outside groups.
- Game officials will be treated with respect and participants will avoid arguments with officials. Players showing disrespect to officials may be dismissed from the team for the rest of the season.
- Participants must keep a good relationship with opposing coaches and players.
- The use of profanity is inconsistent with the philosophy of athletics and will not be tolerated.
- If a student loses his/her equipment he/she must reimburse the school for it.

Conduct Which May Warrant Dismissal

Following are acts which may cause an athlete to be dismissed from the athletic program for the remainder of that year:

- Immorality or stealing.
- Violation of written school rules, regulations or policies.
- Possession, threat or use of a dangerous weapon.
- Assault, including verbal threats, battery and destruction of property.
- Possession or use of any illegal drug, tobacco (in any form) or alcohol.
- Conduct which jeopardizes the safety of others, which includes showing disrespect to an official.
- Habitual absence.

- Membership by athletes in secret clubs, sororities or other secret organizations.
- Hazing

Dismissal from a Team

Coaches have the responsibility of providing an atmosphere that is conducive to coaching their athletes. Therefore, athletes who become disruptive to the program should be dealt with in a firm, fair and consistent manner. The coach will first try to resolve any such situation, if circumstances permit, before dismissing any athlete.

Appeal to Athletic Director:

- Any athlete who has been dismissed from a team will have the right of appeal by making a written request specifying the reasons for the appeal to the Athletic Director within three days from the date of the athlete's dismissal from his/her team(s).
- The Athletic Director may uphold the original decision or reverse the decision, depending on the evidence. The athlete has a right to appeal this decision.

Appeal to Board of Education:

- If the athlete desires to make further appeal, and only after having appealed to the Athletic Director, the athlete will have the right to make a written request to the Superintendent of Schools within five days from date of previous appeal requesting a hearing before the Caney Valley Board of Education. The written request will specify the basis for the appeal.
- The decision of the Board of Education shall be final.

Grooming Standards

The grooming standards for athletes are:

- The appearance should be socially and morally accepted by our community.
- Standards should be safe, realistic, healthful and consistent.
- During the season of the sport, beards, moustaches and/or goatees will not be permitted.
- Athletes are to be as neat and clean as possible.
- Athletes shall take pride in their appearance as they are representing themselves, their families and their school.

The Board believes that student activities at school are a vital part of the total educational program and should be used as a means for developing wholesome attitudes and good human relations, as well as knowledge and skills.

The Board believes that school citizenship, as reflected in student activities, is a measure of achievement of important school goals.

The Board recognizes that the greatest value to be derived from both curricular and extracurricular student school activities occurs when such activities are developed and encouraged through participation among, or the knowledge of, the student body, interested members in the community, and school staff.

The Board further believes that any program of student activities should:

- Require all student participation to be on a voluntary basis.
- Require that student activity funds should be used for purposes which benefit the student body of the school.
- Permit the formation approved of student clubs and other student groups organized to promote or pursue specialized athletic, social service, or social activities.

The Caney Valley board of education recognizes that certain organizations within the school must raise funds in order to carry on their activities and to serve the purposes for which they were organized. In conducting fund-raising operations, all school-sponsored organizations must use the activity fund for audit purposes. The superintendent must approve all fund-raisers prior to their occurrence.

Any school organization wishing to have a fund-raiser must fill out the correct form and submit it to that organization's building principal during the first two weeks of the semester. Then building principal will then submit the request to the superintendent for review and approval.

The following types of fund-raising will be acceptable for review by the board:

- School-sponsored.
- Class-sponsored.
- Organization- or club-sponsored.
- FFA-sponsored.
- Cheerleading.
- Athletic.

Procedures for Fund-Raisers:

- Prepare a budget of needs and secure approval, making suggestions as to what methods will be used to meet the needs of the budget.
- Selling activities must be kept at a minimum.
- Fund-raisers must not place the school, the class or organization into competition with commercial institutions who must sell their merchandise in Caney Valley to make a living.
- Under no circumstances will the school name be allowed for use in selling articles for non-school activities, such as camps, benefits for deprived families, etc.
- Public sales are prohibited and activities are not to be expanded into surrounding communities.
- Students will not be excused from class to engage in fund-raising projects or activities.
- Unauthorized fund-raising activities—those not class activities or school sponsored—are strictly prohibited and the district will not assume any responsibility for any such activities.
- In times of extreme hardship, the building principal, at his/her discretion, may accept a fund-raising proposal outside the specified time-limits and present such proposal to the superintendent for review.

Following are the regulations governing all school-sponsored dances:

- Dress requirements will be the same as required by school policy.
- Use of tobacco in any form is prohibited.
- Possession, distribution and use of alcoholic beverages of any kind are prohibited.
- Attendees are allowed only in the dance areas, restrooms and drinking fountain areas.
- Chaperones will have the responsibility of keeping order and may remove anyone from the dance at their discretion.
- Anyone leaving the dance will not be readmitted.
- Two certified employees must be in attendance during the dance.
- Three adult chaperones, in addition to the two certified employees, must be in attendance at any school dance.
- Dances may only be sponsored by approved organizations within the Caney Valley school system.

School-sponsored senior trips are limited to in-state activities only. Preparation for the senior trip, including fundraising activities, planning, scheduling, etc. is to involve the high school principal, senior class sponsors and officers of the senior class. A sufficient number of certified sponsors to provide maximum protection to the seniors and to the district are to accompany the seniors on the senior trip.

Superintendent/board approval is required prior to scheduling of any senior trip. The superintendent/board shall have final right of refusal of any proposed senior trip.

CO-CURRICULAR MEAL & LODGING EXPENSES

700.8

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The Board of Education may elect to reimburse part of all of the cost of the necessary meal and lodging expenses of school district students and sponsors involved in authorized school-sponsored co-curricular activities. Any such reimbursement shall be made at the sole discretion of the Board.

The Board must approve the function and the cost to be reimbursed **prior to** the activity. Application for reimbursement approval shall be in writing, containing an explanation of the event, date(s), time(s) and place(s) of the event and names of all sponsors and students involved in the event. A cost estimate shall also be included with the application.

If reimbursement of meal and lodging expenses for any co-curricular activity have been approved, a final accounting of actual expenses incurred shall be made to the Board of Education not later than one week after the activity has ended. Copies of all receipts shall be included with the accounting in order for it to be considered. Under no circumstances will the board reimburse any meals or lodging expenses without proper receipt documentation. The Board, upon receipt of required documentation, shall reimburse either the actual amount incurred, or the amount approved prior to the activity, whichever is less.

If the Board elects to reimburse part or all of the cost of the necessary meal and lodging expenses of an authorized school-sponsored co-curricular activity, such reimbursement shall be made from the General Fund, unless the Board specifies otherwise.

SECTION 800
STUDENT SAFETY
STUDENT HEALTH

In compliance with state law, found at 70 O.S. § 24-100, each school site will establish a Safe School Committee each year. Each committee is to be composed of at least six members, with an equal number of teachers, parents and students. The committees shall study and make recommendations to the school principal regarding unsafe conditions, strategies for avoiding harm, victimization, crime prevention, school violence and other issues which prohibit maintenance of a safe school.

The Safe School Committee shall also study and make recommendations to the principal regarding student harassment, intimidation and bullying at school; professional development needs of faculty and staff to implement methods to decrease student harassment, intimidation and bullying; and methods to encourage the involvement of the community and students, the development of individual relationships between students and school staff, and use of problem-solving teams that include counselors and/or school psychologists.

A safety coordinator for the district will be appointed by the Board. The safety coordinator will be responsible for meeting with a committee made up of the principal of each school site and the safety committee chairman for each school site in order to review the suggestions made. The safety coordinator will then be responsible for reporting the findings and making recommendations to the Board and superintendent.

The safety of students shall be assured through close supervision of students in all school buildings and grounds and through special attention to the following:

- Maintaining a safe school environment, the principal shall periodically inspect the physical condition of all buildings and grounds.
- Observation of safe practices on the part of school personnel and students, particularly in those areas of instruction or extracurricular activities which offer special hazards.
- Offering safety education to students as germane to particular subjects, such as laboratory courses in science, shop courses, and health and physical education.
- Providing first aid care for students in case of accident or sudden illness.

In addition to the above safety measures, school personnel will be on the lookout for suspicious strangers loitering in or near school buildings or seated in parked automobiles nearby. The principal shall notify the police if the circumstances seem to warrant such action.

Students must not accept gifts or automobile rides from strangers, and students are instructed to tell the teachers, their parents, police or school patrols of any suspicious strangers.

The Caney Valley Board of Education recognizes their responsibility to prepare for emergencies that may pose a threat to the well-being of the students. The District has developed a plan to meet the following emergencies:

(1) fire
(2) tornado
(3) snow
(4) bomb threat
(5) intruders
(6) lockdowns

These plans are to be made a part of the student handbook and are part of the Emergency Procedures Document and shall be available upon request by parents. The Superintendent of Schools shall instruct each Principal to meet the minimum state requirements relating to fire and other emergency drills.

The Board authorizes the Superintendent to cancel school after he/she has gathered evidence to support his feeling that there is a threat to the well-being of the students.

Safety Drills

Students will be instructed in safety drill procedures and practice those procedures in accordance with state law. These procedures will be developed to ensure the complete safety of children and other school personnel.

Each safety drill shall be documented in writing at each school site. The records for each fire drill shall be preserved for at least three (3) years and made available to the State Fire Marshal or designee upon request. Records of all safety drills shall be kept on file at the district administrative office, and copies thereof shall be given to the Oklahoma Institute for School Security Resources.

Fire Drills: The principal and faculty members of each school building in the School District will develop and implement fire and emergency procedures for the orderly evacuation of all buildings upon the sounding of a distinctive audible signal designated as the fire alarm. Fire drills will be practiced two times each school year. Each fire drill shall be conducted within the first 15 days of each semester. All students and teachers shall participate. The drills will not be announced in advance to any school personnel.

Fire alarms will be sounded by a long, continuous ringing of the school bell. In the event of power failure, a hand bell will be used.

The following rules and procedures will be complied within all schools:

- Rules for fire evacuation will be posted in each room. These rules will indicate the primary and alternate exits and the evacuation area to which the student should proceed upon leaving the building. The posted rules will be discussed with each class using the room during the first day (s) of the school year.
- A district fire alarm signal will be used for fire drills only; another signal will be established by the principal for return to class.
- No person is to remain in the building during fire drills.
- Evacuation areas will be at least 100 feet away from the building.
- It is each student's responsibility to move quickly, quietly, and in an orderly manner through the assigned exit to the assigned evacuation area.
- The teacher or other fire evacuation leader will be responsible for:
    - Assigning students to hold doors open, if their group is the first evacuate from such doors, and instructing students holding doors to rejoin the class after the last person has passed through the doors.
    - Taking the roll book and checking roll when the class is in the assigned evacuation area. The name of any student not accounted for will be reported immediately to the principal or the principal's designee.

Fire drills will be observed by the vice-principals and a report made to the principal as to the time required to complete the evacuation.

Lockdown Drills: Lockdown drills shall be conducted at least two times per year, with no more than two occurring per semester. No lockdown drill shall be conducted at the same time of day as a previous lockdown drill within the same school year.

Intruder Drills: Two intruder drills shall be conducted each school year, for the purpose of mitigating injuries or deaths by executing a plan as an alternative to the lockdown method. Each intruder drill shall be conducted within the first 15 days of each semester.

Tornado Drills: Two tornado drills shall be conducted each year, with at least one drill being conducted in the months of September and March.

Additional Drills: Two additional drills at discretion of principal/superintendent, in any manner provided by law.

Severe Weather Warnings

Warnings for severe weather shall be made by the central office and will be announced over the public address system. If the public address system is disabled, severe weather warning will be an intermittent ringing of the school bell.

Students are to follow the tornado drill procedures outlined for their respective buildings.

Bomb Threats

The Caney Valley fire chief and local law enforcement have established procedures to work in conjunction with the school. The procedures are in place in the event of an actual bomb threat.

1. The school will notify the fire chief or the local law enforcement.
2. The school will be evacuated, and authorities will evacuate an area in a one-block radius around the school.
3. The school will be checked to ensure that everyone has been evacuated.
4. Authorities will establish a command post and they will notify OHP bomb personnel.
5. The time frame for the threat will be waited out.
6. After that, local law enforcement, local fire personnel and school faculty will re-enter the building to do a room-by-room search.

If a device is found, an OHP bomb team will be called to remove the device.

The school has an emergency procedures evacuation program in place. Notification to parents by school personnel will be done as soon as possible if a bomb procedure and evacuation takes place. Notification of where to pick up your child will be done through the same method as the school uses for inclement weather.

Crowd Control for Emergencies

Those people responsible for student control or crowd control will be the building principals and/or superintendent of schools. In the event of a drill or actual emergency, the above named persons or staff designated by them shall be responsible for crowd control. When necessary to maintain order, the above-named persons or designees will enlist the help of local law enforcement.

DISMISSAL OF STUDENTS FROM SCHOOL AND DOMESTIC RELATIONS MATTERS

General

At no time shall a teacher or principal excuse a pupil to leave the school during the school day with a person who has not been thoroughly identified as one authorized to take the child. Pupils should always be checked out through the principal's office. No staff member shall excuse any student from school prior to the end of the school day, or into any person's custody, without the direct prior approval and knowledge of the building principal or designee.

The building principal shall not excuse a student before the end of the school day without a request for the early dismissal by the student's parents or guardian. Telephone requests for early dismissal of a student shall be honored only if the caller can be positively identified as the student's parent or guardian. Additional precautions shall be taken by the school administration appropriate to the age of students, and as needs arise.

Domestic Relations Disputes/Divorced or Non-Married Parents

The goal of Caney Valley Public Schools is to provide a stable educational environment for its students. Thus, domestic disputes shall be kept out of the schools. This approach gives students the best possible opportunity to benefit from education. Disputes between parents shall be resolved between the parents and/or the parents' attorneys.

Child custody and/or domestic relations disputes cannot and will not be resolved by schools. School teachers and administrators are neither qualified nor in the business of interpreting custody decrees and statutes.

Absent a court decree to the contrary, both natural parents have the right to view the student's school records; to receive school progress reports; to visit the child briefly at the school; and to participate in parent and teacher conferences (not necessarily together in the same conference). To the maximum degree possible, both parents are encouraged to be involved in making educational decisions relative to their children. As a matter of practice, the District will rely on the custodial parent to direct the District with regard to what last name to call the child (on official records, the legal name must be shown unless directed by legal document) absences, emergency numbers and the like.

If the custodial parent does not wish for the child or children to be released to the non-custodial parent, an appropriate written instruction and a copy of the custody decree should be filed with the school. All staff members are instructed to refer any questions to the appropriate building principal. The non-custodial parent will have to make arrangements with the custodial parent if he/she desires to pick the child up at school. If such arrangements are made, the custodial parent must notify the District. In the event the District has not received such notice, the District will notify the custodial parent should an attempt be made by someone else to pick up the child.

In the interest of improving the educational environment and facilitating the learning process for the students of the district, students are required to remain on school premises throughout the school day.

Specifically:

- A "school day" is a day on which classes are regularly scheduled to be held.
- Students may not leave the premises during the school day, except with prior authorization to the school from the student's parent/legal guardian.
- During the noon period, a student's parent/guardian wishing to take the student must report to the principal's office in order to check the student out of school. The student will be required to leave the campus in the same vehicle as the parent and return to campus in the same vehicle as the parent.
- Students who are late returning from lunch will be counted tardy and will be subject to school policy regarding tardies.
- Students who leave school premises during the school day without parental and principal authorization and proper check-out from the proper building will be subject to disciplinary procedures set forth in this policy.

Under Oklahoma law "Abuse and Neglect" means harm or threatened harm to a child's welfare by a person responsible for the child's health or welfare. Harm or threatened harm to a child's health or welfare can occur through:

- Non-accidental, physical or mental injury.
- Sexual abuse.
- Sexual exploitation.
- Negligent treatment or maltreatment, including the failure to provide adequate food, clothing or shelter.

Suspected physical and sexual abuse cases are investigated by the County Department of Human Services. Each case is professionally evaluated to determine the necessity of treatment for the family. Criminal prosecution is not the primary purpose of the investigation or the reports made by the educator. The law provides immunity from civil liability and criminal penalty to all who participate, in good faith, in the making of a report or investigation, in physical and sexual abuse, or in any judicial proceedings resulting from such a report.

Reporting Procedures

Any employee of the school district suspecting child abuse or neglect shall notify the county Department of Human Services and/or the Office of the District Attorney at once.

School Procedures

School staff members may initially question the child to determine if the child's injuries resulted from cruel or inhumane treatment, sexual abuse, or malicious acts by the child's caretaker. However, in no case shall the child be subjected to undue pressure in order to validate suspicion of abuse. Validation of suspected child abuse is the responsibility of the Department of Social Services.

Any doubt about reporting a suspected situation is to be resolved in favor of the child and report made immediately.

The intent of this procedure for reporting child abuse and neglect is based on protecting the best interest and general welfare of children. Schools are in a unique position to help in the process, as they have a close and daily contact with children of school age.

Caney Valley ISD strongly discourages questioning of its students on-campus by local, state and/or federal law enforcement authorities in absence of a valid warrant or in absence of exigent circumstances. Preferably, any such questioning should occur off-campus and not during the school day. However, situations may arise where cooperation with such authorities is necessitated and/or legally required. In situations where questioning must be done on-campus, the district will attempt to contact the parents/guardian of the student prior to questioning so that they may be made aware of the questioning and of the agency or agencies involved.

A student attending school in the District who has been adjudicated as a juvenile offender for any offense subject to the Juvenile Sex Offender Registration Act (10 O.S. §§ 7308-1.1 through 7308-1.13) committed upon a student also attending school in the District shall, upon request by the victim, be separated—both at school and during school transportation—from the victim and the victim's sibling(s).

The juvenile bureau (in counties where applicable) or the Office of Juvenile Affairs (in all other counties) shall be responsible for notifying the District of such adjudication. Upon receipt of notification, the District shall notify the parent/guardian of the victim of their right to request separation from the offender.

The victim shall have 30 calendar days to notify the District, in writing, that the victim wishes to be separated from the offender. Upon receipt of such written notice, the District shall take appropriate action to separate the victim and victim's sibling(s) from the offender.

The offender shall be allowed by the District to be placed in another school within the district not attended by the victim or sibling(s). If there is not another school within the district, the offender shall be required to transfer to another district pursuant to the Open Transfer Act. Recommendation for placement of an offender on an IEP shall be governed by the offender's IEP team pursuant to federal law.

Arrangement for and provision of transportation to/from school and school activities and any costs associated therewith as a consequence of this prohibition shall be the sole responsibility of the offender. The District shall not charge the offender for any existing modes of transportation that can be used by the offender at no additional cost to the District.

The decision of the victim shall be final and not reversible.

Students suspected of having a communicable disease will be requested to obtain a statement from the County Health Department or a licensed physician concerning their current health status.

The Board reserves the right to seek medical advice concerning students who are suspected of having a disease of undetermined danger. Strong consideration will be given to what is in the best interest of the majority of students.

The board of education has concern for the health of students and staff in the district. Any person with knowledge of suspected or confirmed cases of communicable disease is responsible for reporting this information to the appropriate personnel. Exclusions from school may be required when it is deemed necessary to promote the safety and well being of all students and staff. Decisions about how best to provide educational services to those students will be made by the administration of the district with the advice available district/county health officials.

Communicable diseases will be evaluated on an individual basis considering three prime factors:

- Degree of life threatening condition.
- Degree of communicability.
- Whether or not the disease has been or should be confirmed with laboratory documentation.

Students who are excluded from school will be placed on the home bound program until they are able to return to school.

Readmittance to school may require a statement by a physician or other health professional stating that the individual is no longer infected or able to transmit the disease.

Acquired Immune Deficiency Syndrome (AIDS) is one of a number of communicable diseases which requires special precautions to prevent transmission in the school environment. Because there is no cure for AIDS and because it is a life-threatening disease, it is imperative that specialized procedures be followed in the management of a person who is diagnosed as a carrier of the AIDS virus. On the other hand, from analogy to Hepatitis B, an agent of much greater transmission potential, it does not appear that school settings are likely places for virus transmissions. Precautions are reasonable, but they should be appropriate to the degree of risk.

Philosophy In dealing with a problem such as AIDS, this school district believes that:

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

Nature of the AIDS Virus AIDS is a disease which disables the body from fighting infection. The cause of the disease is infection by the Human Immunodeficiency Virus (HIV). Three categories of outcomes result from infection by HIV. The first, AIDS, is the most severe form of the infection and most victims die within two years. The second form of infection is AIDS-Related Complex (ARC), a milder form with less severe symptoms. The third and most common of infection by HIV causes the affected person to be a Asymptomatic Carrier, having no symptoms but still believed capable of transmitting the virus to others. Based upon the medical evidence presently available, it appears that each of the three levels or stages of HIV infection is contagious under certain conditions.

Transmission of AIDS Unlike many other communicable diseases, AIDS is not believed by most medical authorities to be transmissible through casual contact in the normal school environment. Present medical knowledge indicates that the AIDS virus is transmitted by the introduction of the virus into the blood streams through sexual contact, sharing of hypodermic needles among intravenous drug users, receiving blood transfusions from infected individuals, or at birth. Pending further research, however, any spill of body fluid--blood, tears, semen, saliva, vomitus, urine or excrement--by an AIDS infected individual should be considered as a possible source of infection.

Referral of AIDS Students When school administrators learn that a student may have AIDS, the superintendent will refer the matter to the Oklahoma State Department of Health, and request

that it convene a multi-disciplinary team for recommendation on school placement for the student.

The State Department of Health may convene a confidential meeting of a multi-disciplinary team for recommendation on school placement of a student who is infected with the human immunodeficiency virus. The multi-disciplinary team shall include, but not be limited to the following:

a. the parent, parents, legal representative, or legal guardian or legal custodian of the student;

b. the physician of the student;

c. a representative from the superintendent's office of the affected school district;

d. a representative from the State Department of Education; and

e. a representative from the State Department of Health.

Each member of the team shall be responsible for protecting the confidentiality of the student and any information made available to such person as a member of the team. The multi-disciplinary team shall be exempt from the requirements of Sections 301 through 314 of Title 25 of the Oklahoma Statutes and Sections 24A.1 through 24A.19 of Title 51 of the Oklahoma Statutes.

If the case is verified by medical authorities as the HIV virus and if there is a possibility that other students or employees might become infected from the AIDS student, the superintendent is authorized to arrange a safe, temporary placement for the student until permanent arrangements can be made.

Following a thorough analysis of the case, the multi-disciplinary team will make a recommendation as to whether and under what conditions the student should be permitted to continue in school.

If an alternative educational program is required, the program will be established on the basis of the recommendation of the multi-disciplinary team and using the procedural standards of Individuals with Disabilities Education Act (IDEA). At least once a semester, the school will arrange a meeting with the student's parents, the family physician, and a representative of the State Health Department to review the case and, if needed, make any adjustments in the student's program.

Protection of Other Students and Employees The first consideration must be the protection of other students from infection by the AIDS student. Since the possibility of spreading the HIV virus through casual contact such as occurs in the school situation is "remote", according to medical researchers, most AIDS students can continue without restriction in the regular classroom, except that such students are not allowed to participate in contact sports if recommended by multi-disciplinary team. If a student is prone to biting or other similarly aggressive behavior, is incontinent, has open skin lesions, or is subject to drooling, a more restrictive environment which minimizes the exposure of other students to his/her body fluids may be prescribed.

Confidentiality of AIDS Infected Student Multi-disciplinary Team.

A. Unless otherwise provided by law, all information and records which identify any person who has or may have any communicable or venereal disease which is required to be reported pursuant to Sections 1-501 through 1-532.1 of this title and which are held or maintained by any state agency, health care provider or facility, physician, health professional, laboratory, clinic, blood bank, funeral director, third party payor, or any other agency, persons, or organization in the state shall be confidential. Any information authorized to be released pursuant to paragraphs 1 through 7 of this subsection shall be released in such a way that no person can be identified unless otherwise provided for in such paragraph or by law. Such information shall not be released except under the following circumstances:

1. Release is made upon court order,

2. Release is made in writing, by or with the written consent of the person whose information is being kept confidential or with the written consent of the legal guardian or legal custodian of such person, or if such person is a minor, with the written consent of the parent or legal guardian of such minor,

3. Release is necessary as determined by the State Department of Health to protect the health and well-being of the general public. Any such order for release by the Department and any review of such order shall be in accordance with the procedures specified in Sections 309 through 323 of Title 75 of the Oklahoma Statutes. Only the initials of the person whose information is being kept confidential shall be on public record for such proceedings unless the order by the Department specifies the release of the name of such person and such order is not appealed by such person or such order is upheld by the reviewing court;

4. Release is made of medical or epidemiological information to those persons who have had risk exposures pursuant to Section 1-502.1 of this title;

5. Release is made of medical or epidemiological information to health professionals, appropriate state agencies, or district courts to enforce the provisions of Sections 1-501 through 1-532.1 of this title and related rules and regulations concerning the control and treatment of communicable or venereal diseases;

6. Release is made of specific medical or epidemiological information for statistical purposes in such a way that no person can be identified; or

7. Release is made of medical information among health care providers, within the continuum of care for the purpose of diagnosis and treatment of the person whose information is released. This exception shall not authorize the release of confidential information by a state agency to a health care provider unless such release is otherwise authorized by this section.

B. For the purposes of this section only, the words "written consent" shall mean that the person whose information is required to be kept confidential by this section or the person legally authorized to consent to release by this section has been informed of all persons or organizations to whom such information may be released or disclosed by the specific release granted. Releases granted pursuant to paragraph 2 of subsection A of this section shall include a notice in bold typeface that the information authorized for release may include records which may indicate the presence of a communicable or venereal disease which may include, but are not limited to, disease such as hepatitis, syphilis, gonorrhea and the human Immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS). Consent obtained for release of information, pursuant to paragraph 2 of subsection A of this section, shall not be considered valid unless prior to consent, the person consenting to the release was given notice of the provisions for release of confidential information pursuant to this section.

Confidentiality Requirements Protection of the confidentiality of information regarding HIV infected students is of utmost importance. Only those employees who have an absolute need to know are to be made aware of the identity of AIDS students. The superintendent, in consultation with the multi-disciplinary team, will identify by name those employees who are to be given this information. The student's parents or legal guardian will be requested to give written consent to the notification of the identified employees. If consent is refused and the superintendent determines that the recommended placement cannot safely and effectively be implemented without notification, an alternative program will be recommended for the student.

The list of employees to be notified will be given to the principal who will be responsible for ensuring that only authorized employees are made aware of the student's condition, and that they are informed of the potential legal consequences of revealing that information. When an HIV infected student is identified, the principal is to establish a separate file on that student to which only the principal and those identified employees are to have access. No entry regarding the AIDS condition is to be made on the student's cumulative record, health card, the computerized student data base or other record.

Any person who negligently, knowingly or intentionally discloses or fails to protect medical or epidemiological information classified as confidential pursuant to this section, upon conviction, shall be guilty of a misdemeanor punishable by the imposition of a fine of not less than One Thousand Dollars ($1,000.00) or by imprisonment in the county jail for not more than thirty (30) days, or by both such fine and imprisonment.

Any person who negligently, knowingly or intentionally discloses or fails to protect medical or epidemiological information classified as confidential pursuant to this section shall be civilly liable to the person who is the subject of the disclosure for court costs, attorneys fees, exemplary damages and all actual damages, including damages for economic, bodily or psychological harm which is proximately caused by the disclosure. (63-1-502.2)

Each member of the local school board having jurisdiction over the student shall also be responsible for protecting the confidentiality of the student and any information made available to such person as a school board member.

No minor child shall be admitted to any public, private or parochial school operating in this state unless and until certification is presented to the appropriate school authorities from a licensed physician, or authorized representative of the State Department of Health, that such child has received or is in the process of receiving, immunizations against diptheria, pertussis, tetanus, haemophilus influenzae type B (HIB), measles (rubeola), rubella, poliomyelitis, varicella, and hepatitis A or is likely to be immune as a result of the disease.

Exception: Any minor child, through the parent, guardian or legal custodian of the child, may submit to the health authority charged with the enforcement of the immunization laws of this state 1) a certificate of a licensed physician as defined in Section 725.2 of Title 59 of the Oklahoma Statutes, stating that the physical condition of the child is such that immunization would endanger the life or health of the child; or 2) a written statement by the parent, guardian or legal custodian of the child objecting to immunization of the child; whereupon the child shall be exempt from the immunization laws of this state.

Immunizations will be administered by a licensed physician, someone under the physician's direction or public health department. If the parents or guardians are unable to pay, the State Department of Public Health shall provide, without charge, the immunization materials required by this act to such pupils. The parents, guardian or person having legal custody of any child may claim an exemption from the immunizations on medical, religious or personal grounds.

It is the policy of the Caney Valley Schools that no drugs or medications of any kind be given to a student by school employees except 1) those prescribed by a physician or 2) necessary non-prescription medication.

If it is necessary for a child to take prescribed medication or necessary non-prescribed medication during school hours, a written consent note from the parent advising the time for it to be given and any other relevant instructions must be on file with the principal.

Any such medication must be in the original prescription container or, if non-prescription, in its original packaging.

STUDENT SELF-ADMINISTRATION OF INHALED ASTHMA MEDICATION

Pursuant to 70 O.S. § 1-116.3, the Board of Education of the Caney Valley School District permits students to self-administer inhaled asthma medication in accordance with the following conditions and guidelines:

Definitions:

1. "Medication" means a metered dose inhaler or a dry powder inhaler to alleviate asthmatic symptoms, prescribed by a physician and having an individual label;

2. "Self-administration" means a student's use of medication pursuant to prescription or written direction from a physician.

Requirements for Parents and Students:

1. Permission granted by this policy for self-administration of inhaled asthma medication is effective only for the school year in which it is granted. Permission shall be renewed each subsequent school year only upon fulfillment of the requirements of this policy.

2. The parent or legal guardian of the student must authorize in writing permission for the student's self-administration of inhaled asthma medication. Such written permission shall include the following:

    a. Permission statement authorizing the student to self-administer inhaled asthma medication.
    b. A written statement from the student's physician stating that the student has asthma and is capable of, and has been instructed in, the proper method of self-administration of the medication.
    c. Acknowledgement from the student's parent or legal guardian that the District and its employees and agents shall incur no liability as a result of any injury arising from the student's self-administration of asthma medication and acknowledgement that the District has provided this information in writing to the parent or legal guardian.

3. Prior to the District granting permission for the student to self-administer inhaled asthma medication, the parent or legal guardian of the student is required to provide the school an emergency supply of the student's medication to be administered in accordance with the provisions of District Policy 720, Dispensing Medications. The parent or legal guardian shall agree in writing to the conditions and regulations set forth in that Policy.

A student who has been granted permission by the District to self-administer inhaled asthma medication pursuant to this Policy shall be permitted to possess and use a prescribed inhaler at all times.

In accordance with state law (70 O.S. §§ 1210.196.1 through 1210.196.9):

Diabetes Medical Management Plans –Upon the District's receipt of notification from the parent or guardian that their child is diabetic, the District shall work with students who have diabetes and their parents to develop a Diabetes Medical Management Plan (the "Plan") for such students who will seek care for diabetes while at school or participating in school activities.

The Plan shall be developed by the personal health care team for the affected student. Such team is to be composed of:

- The principal or designee;
- School nurse (if the District has a school nurse on staff);
- Parent/guardian of the student;
- Student's physician (to the extent the physician is able/willing to participate).

In the absence of a school nurse, the District shall make effort to seek out school employees to volunteer to assist with the Plan in the capacity of volunteer diabetes care assistants. Any such volunteers shall receive training prior to becoming a volunteer. The State Department of Health shall develop guidelines for such training.

Diabetes Self-Management and Care – In accordance with each student's Plan as described above, the District shall allow the diabetic student to self-manage and care for the student's diabetes, which may include the following:

- Performing blood glucose checks;
- Administering insulin;
- Treating hypo- and hyperglycemia;
- Possession by the student of necessary supplies/equipment for diabetes monitoring and care; and
- Attending to the student's diabetes management and care in the school buildings, on school grounds, or at school-related activities in areas the District shall deem appropriate and safe.

Diabetes Information Sheets – With the permission of the parent of a student with diabetes, the District shall provide to each school employee providing transportation to the student with diabetes or supervising a student with diabetes an information sheet:

- Identifying the student with diabetes;
- Identifying potential emergencies and appropriate responses thereto with regard to students with diabetes; and
- Containing an emergency contact telephone number for said student.

The Caney Valley Public School District is committed to the philosophy that healthy children perform better in school and are therefore more likely than unhealthy children to successfully complete their education. Additionally, healthy staff members can more effectively perform their assigned duties and serve as role models of appropriate wellness behaviors for the students in the District.

Reflecting this philosophy, the following Local Wellness Policy, in compliance with the requirements of Public Law 108-265, shall serve as a framework for the students, staff and patrons of the district illustrative of a sound commitment to local health and fitness:

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

2. Guidelines selected by the District for all foods available on campus during the school day shall have the objective of promoting student health and reducing childhood obesity.

3. Guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child nutrition Act (42 U.S.C. 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766 (a)), as those regulations and guidance apply to schools.

4. The District shall measure implementation of the Wellness Policy. At least one person within the District shall be responsible for such measurement, ensuring that the District meets the guidelines and objectives of the Wellness Policy.

5. Wellness is an ongoing and dynamic process. As the Wellness Policy is developed and implemented, the District shall involve parents, students, representatives of the school food authority, the school board, school administrators and the public in this process. Recommendations shall be made regarding health education, physical education and physical activity, and nutrition and health services.

SECTION 900
STUDENT RESIDENCY
STUDENT TRANSFERS
STUDENT TRANSPORTATION

General

In order to be served as a school district resident, a child must meet the following criteria:

- He or she lives with a parent, legal guardian or other person having legal custody and who holds legal residence within the school district boundaries.
- He or she resides in the district, works and is self-supporting.
- The Board retains the authority to make exceptions to allow for establishment of residency by affidavit when an adult, whether a relative or not, files an affidavit which affirms that:
    - The adult has assumed custody and the reasons for so doing, and
    - The custody is permanent and that the adult contributes the major degree of support for the child.
- An adult who has been delegated power of attorney regarding the care, custody and property of a minor child pursuant to 10 O.S. Section 700 may enroll the child in the district and the child will be considered a resident of the district. The power of attorney must be presented to the district prior to enrollment. If the power of attorney is to exceed one (1) year, then a new power of attorney must be presented at the beginning of the ensuing school year prior to enrollment for the student to continue to be considered a resident of the district.
- The provisions of the Interstate Compact on Educational Opportunity for Military Children (70 O.S. Section 510.1), with respect to special power of attorney for guardianship and/or noncustodial parents or other persons with whom the child is living, shall govern residency status for children of military personnel.
- The Board will consider the facts and unique concerns of each case and will approve residency only if it is demonstrated that custodial arrangement is permanent and the adult contributes the major degree of the child's support.
- Students who legally transfer into the district shall be provided the same rights and privileges as resident students.

To show proof of residency, the parent/guardian of the child may be required to provide any or all of the following items, or others as deemed appropriate:

- A current utility bill mailed to the listed address.
- Title to residential property in the district, or a valid unexpired lease agreement, or receipts for payment of rent on a district residence in which the applicant usually resides.
- A picture identification of the parent/guardian.
- A valid, unexpired, motor vehicle operator's permit or motor vehicle registration.
- A legal document providing legal custody/guardianship/power of attorney.

Review

If this school district denies admittance of a student who claims to be a resident of the district, the parent, guardian, or person having care and custody (hereafter parent) of the student may request a review of the decision of the residency officer's decision. Such request for review shall be in writing and must be received by the residency officer within three school days of the denial of admittance. The request for review shall include any additional pertinent information which may justify the admittance of the child to the school district.

Upon receipt of a written request for review, the residency officer will render a decision and notify the parent of the decision within three school days of the receipt of the request for review.

If the parent disagrees with the findings of the residency officer, the parent will notify the residency officer within three school days of the receipt of the decision. The residency officer will submit his/her findings and all documents reviewed to the board of education.

The board of education will review the decision and the documents submitted by both the superintendent and the student and render a decision at the next board meeting. The board's decision may be appealed only pursuant to procedures utilized by the State Department of Education.

Students Living on Indian Lands

The following policies and procedures related to tribal and parental involvement in the education of children residing on Indian lands are hereby approved by the board of education.

Children living on Indian Land participate in school programs on an equal basis with all other children attending school in this district. No teacher or program director is to exclude or limit participation in any district activity on the basis of race.

Pertinent programs policies/plans, applications, and evaluations will be disseminated through one or more of the following ways:

- Local Newspaper
- Radio
- Mail
- Information hand carried by students from the school to parents

By scheduling through the superintendent's office a place on the agenda of any open meeting of the board of education, a tribe, or their designee, parent, or group of parents concerned with the educational opportunity of any student or group of students at this school district may:

- Present views regarding applications
- Make recommendations concerning the needs of their children

- Provide input into the planning and development of the education program of the district
- Present views on the educational program and its operation

Periodically a Public Hearing will be held at which parents of the children living on Indian land and/or tribal officials may discuss current status of school programs and desired directions for future development of board consideration.

Homeless Students – McKinney-Vento Homeless Education Assistance Act

The goal of the McKinney-Vento Homeless Education Assistance Act is to ensure that each homeless child or youth has equal access to the same free, appropriate public education as the non-homeless. The district will work with homeless students and their families to provide stability in school attendance and other services in accordance with the McKinney-Vento Homeless Education Assistance Act. Homeless students will be provided district services for which they are eligible, including Head Start and comparable preschool programs, Title I, special education, English language education programs, vocational and technical education programs and school nutrition programs. This policy addresses the following key components of the McKinney-Vento Homeless Education Assistance Act:

Definition of Homeless Children and Youth

The district has adopted Section 725(2) of the McKinney-Vento Homeless Education Assistance Act regarding the definition of homeless children and youth which states:

> *Individuals who lack a fixed, regular, and adequate nighttime residence or have a primary nighttime residence in a supervised, publicly or privately, operated shelter for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.*

This definition includes:

- Children and youth 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; are abandoned in hospitals; or are awaiting foster care placement;
- 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;
- Children and youth who are living in cars, parks, public spaces, abandoned buildings,

substandard housing, bus or train stations, or similar settings;

- Migratory children (as such term is defined in Section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless because they are living in circumstances described above; and
- Unaccompanied youth (a youth who is not in the physical custody of a parent or guardian).

Designation of a Homeless Education Liaison

The district will designate a staff person whose role will be in part to ensure that homeless students enroll in school and that they receive eligible educational services.

Enrollment

The district shall immediately enroll homeless students even if they do not have the documents usually required for enrollment, (i.e., school records, medical records or proof of residency). The Homeless Liaison will assist families if needed in obtaining required records.

Homeless parents have the right to decide, along with the school, whether it is feasible or in the best interest of their child to attend the school of origin which would allow the child to stay in the same school he/she attended before becoming homeless or transfer to the school nearest the shelter or other temporary housing.

In the case of unaccompanied youth, the Homeless Liaison or designee will assist in enrollment decisions.

Disputes

A student must be allowed to attend the school whose district is challenging the student's right to attend until the state department of education/designee makes a decision regarding the dispute. The challenging school district must continue to provide transportation and other school services to the student until the dispute is resolved.

The parent or guardian shall be informed of the district's decision and their appeal rights in writing. The district Homeless Liaison will carry out dispute resolution as provided by state guidelines.

Nutrition Programs

The determination of eligibility for free meal benefits will be made available to homeless students without delay. School staff may accept documentation that students are homeless from the Homeless Education Liaison or the director of the homeless shelter where the students reside.

Transportation

Homeless students are entitled to transportation at the request of the parent or guardian (or in the case of an accompanied youth, the liaison) to their school of origin or the school where they are enrolled. The district will provide transportation services to homeless children and youth that are comparable to those received by other students.

Title I Services

Homeless students have the right to access the education services needed to ensure that they have an equal opportunity to meet the same academic standards as other students.

Transfers, General

Any child residing in a school district that does not offer the grade which such child is entitled to pursue shall be entitled to be transferred to any school district inside or outside of the transportation area in which such student resides which offers the grade which he/she is entitled to pursue, hereinafter "receiving district." Nothing in this policy shall be construed as preventing the approval of any other kind of transfer for which such student is eligible as elsewhere provided by law.

Open Transfer Policy

The Board of Education of the Caney Valley School District will comply with the provisions set forth in the Education Open Transfer Act, 70 O.S. § 8-101.1 et seq. (the "Act"). The purpose of this Board Policy is to specify the criteria and standards for approval of transfers requested under the Education Open Transfer Act. Transfers requested pursuant to emergency situations and other criteria not falling under the Education Open Transfer act will be handled according to the statutory provisions governing such requests. Eligibility for extramural activity participation for students transferring under the Act will be determined by the Oklahoma Secondary School Activities Association. Notwithstanding the provisions of the Education Open Transfer Act, transfers of children with disabilities shall be granted as authorized in Section 13-103 of Title 70 of the Oklahoma Statutes.

This policy includes provisions relating to the availability of programs, staff or space as criteria for approval or denial of transfers. Nothing in this Board Policy shall be construed to be in conflict with the provisions of the Act. Transfers approved for any reason prior to January 1, 2000 continue to remain valid and are not subject to the provisions of the Act unless the custodial parent chooses otherwise.

Filing and Notification Deadlines

1. In order for a student to transfer, the parents of the said student must complete an application form specified by the State Board of Education.
2. Applications must be obtained from and filed with the superintendent of the receiving school district no later than May 31st for the next ensuing school year.
3. Receiving school districts must notify the district of residence of each applicant no later than May 31st.
4. The board will approve or deny the application, and shall notify the student's parents of the decision no later than July 15th.
5. Upon receiving notice of approval of the transfer application, the student's parents shall notify the receiving district no later than August 1st that the student will be enrolling in the district. The board has the right to reconsider and possibly deny the student's transfer for that year if the parents fail to meet this requirement.

6. On or before September 1st the superintendent shall file with the State Board of Education and each resident district a statement showing the names of students who are granted transfers to the district.

Consideration of Open Transfer Applications

Transfer requests will be reviewed and transfers approved or denied on a first-come, first-served basis. Transfers will not be accepted or rejected based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude or athletic ability.

Quality of education for students residing in the Caney Valley School District is the first priority of the Board of Education. Accordingly, the Board reserves the right to leave open additional spaces in any program with the anticipation that said spaces are to be filled by resident students. Any requests for transfer will be considered secondary to such spaces being held for resident students. Only when the Board has determined that the additional spaces are not going to be filled will it consider filling such spaces with transfer students from another district.

Under no circumstances will a transfer be allowed which would necessitate the hiring of additional staff to handle the student or students or which would over-load an existing program or class. Under no circumstances will a transfer be allowed if there is not adequate physical space for the student or students wishing to transfer.

Discipline records of students applying to transfer to the Caney Valley School District will be requested as part of the student's records. It shall be within the discretion of the Board of Education and/or the Board's authorized representative to determine, based upon the student's disciplinary records, whether a transfer will be approved or denied. Students with negative discipline records or those deemed "not in good standing" at the sending school will generally not be approved for transfer to this district. Any transfer application by a student who has previously been suspended from school for being found guilty of an act as outlined in 70 O.S. § 24-101.3 will automatically be rejected.

Agreement for Cancellation of Transfer

Approval of any transfer to this district is contingent upon the applicant agreeing in writing to cancellation of this transfer by the district during the school year if the student does not comply

with the rules and regulations of the district for student behavior, or if the family of the transferred student fails to remain current in financial obligations owed to the district including, but not limited to, payment for lunches or payment for lost or destroyed district property.

The superintendent or designee has been granted board approval to revoke a previously-granted transfer at his/her discretion.

Children of Active Military Personnel

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 for whom Oklahoma is the home of record, and students who are the dependent children of a member of the military reserve on active duty orders and for whom Oklahoma is the home of record shall be granted an open transfer under the following conditions:

1. At least one parent of the student has a Department of Defense-issued ID card;
2. At least one parent can provide evidence that he/she will be on active duty status or active duty orders, meaning that the parent will be temporarily transferred in compliance with official orders in support of combat, contingency operation or a natural disaster requiring the use of orders for more than thirty (30) consecutive days; and
3. The student will be residing with a relative of the student who lives in the receiving school district or who will be living in the receiving school district within six (6) months of the filing of the application for transfer.

Emergency Transfers

In addition to the transfer process provided above, students may be transferred on an emergency basis. A written application for an emergency transfer designating the district to which the transfer is desired shall be made by the parent and filed with the superintendent of the receiving school district. On an adequate showing of emergency the superintendent of the receiving school district may make and order a transfer, subject to approval by the State Board of Education. An emergency shall include only:

- The destruction or partial destruction of a school building;
- The inability to offer the subject a pupil desires to pursue, if the pupil becomes a legal resident of the school district after February 1 of the school year immediately prior to the school year for which the pupil is seeking the transfer;
- A catastrophic medical problem of a student, which for purposes of this section shall mean an acute or chronic serious illness, disease, disorder or injury which has a permanently detrimental effect on the body's system or renders the risk unusually hazardous;
- The total failure of transportation facilities;
- The concurrence of both the sending and the receiving school districts;

- The unavailability of remote or on-site Internet based instruction by course title in the district of residence for a student identified as in need of dropout recovery or alternative education services, provided such student was enrolled in a public school at any time in this state during the previous three (3) school years;
- The unavailability of a specialized deaf education program for a student who is deaf or hearing-impaired; or
- When a student has been the victim of harassment, intimidation or bullying as defined as defined in Section 24-100.3 of Title 70, Oklahoma Statutes, upon verification by the receiving school district that the student has been the victim of harassment, intimidation or bullying and that the sending school district was notified of the incident or incidents prior to the filing of the application for transfer.

An emergency transfer previously made may be canceled, with the concurrence of the board of the receiving district and the parent.

School Bus Program

The Board of Education shall provide school bus transportation to those eligible students within the Caney Valley School District who live outside a one and one-half mile radius of the school. The provision of school bus transportation is not a right of students, but is a privilege extended by the Board of Education. Because the potential for property damage and personal injury is great, the superintendent is directed to establish rules and regulations governing the conduct of school bus passengers. Strict adherence to such rules and regulations shall be required.

The School district, when practicable, will provide transportation of students to school activities and on field trips which have been approved by the administration. The activity, field trip and other transportation is secondary to the regular school route transportation. All activity trips and field trips must be requisitioned to the Transportation Director in advance to allow time to obtain transportation units and needed drivers.

Safety Considerations

Transportation unit safety and student safety are the most important considerations. All vehicles are safety checked one (1) time per year (regular state safety inspection) and route bus drivers check buses on a daily basis. Route students have a required safety conduct emergency drill during the first three (3) weeks of each semester. All passengers are required to follow the passenger safety conduct code at all times. Disciplinary action will be taken against students who violate the passenger safety code.

All drivers who operate a school bus as a driver in the Caney Valley School District shall complete a course of instruction pertaining to the operation of a school bus. The course is to be approved by the State Department of Education and the local district. The driver shall possess a valid Commercial Driver's License (CDL). Drivers of all other district owned vehicles, other than buses, shall be an approved adult and possess a State of Oklahoma valid driver's license.

School district buses and vehicle drivers shall observe all state and local traffic laws, rules and regulations. Safety violations can be a willful neglect of duty and possible grounds for job suspension.

Buses and local school vehicles are off limits to all students at any and all times unless accompanied by the driver, faculty members, or other responsible person.

The privilege of being transported to and from school implies conduct which contributes to safety. Students whose conduct threatens the safety of others may lose their privilege of riding in a local school transportation bus and other school vehicles.

Buses may not be used for out-of-state trips unless it is an approved competitive activity event.

The school bus driver has a great responsibility. Each day he/she carries a "precious cargo" and his/her only concern should be to see that all of his/her passengers are transported to and from school safely. Unfortunately, there are times when children (young and old) do things that cause the driver to be distracted from his/her job. This is dangerous and cannot be allowed. It is necessary therefore, that rules and regulations be in force and that they be followed without question. Each parent must see that their child understands the importance of good behavior while riding a bus.

Safety and Behavior Code for Bus Riders

1. Permission for any pupil to ride in a bus is conditioned on his good behavior and observance of the following rules and regulations. Any pupil who violates any of these will be reported to the school principal and can be denied permission to ride a bus to and from school.

2. The emergency door is not to be opened except at the direction of the bus driver. If the door is open, it could endanger the lives of the passengers.

3. No student is permitted to be out of his/her seat while the bus is in motion.

4. All students are under the direct control and supervision of the bus driver while on the bus. Obey the driver's suggestions promptly.

5. Students are not to talk to the bus driver while the bus is in motion.

6. Keep all parts of the body inside the bus at all times after entering and until leaving the bus.

7. No food or drink will be consumed on the bus (bottles, canned or otherwise). Exception will be made for the Vo-Tech routes.

8. No seat is reserved or may be held for another student.

9. No one should run toward a school bus while it is in motion.

10. Pupils who must cross the road after embarking from bus should pass in front of the bus at the direction of the bus driver. Pupils are not to cross behind the bus.

11. No tobacco of any kind is allowed on the bus.

12. Keep bus clean. Regular drivers are responsible for cleaning their own buses. Coaches and extra-curricular trip drivers must see that the bus used is cleaned after each trip.

13. Any complaints by the drivers, pupils or parents should be reported promptly to the principal and/or Transportation Department. (Elementary - 535-2205; Middle School - 536-2705; High School - 536-3425 or Transportation Director - 536-3425)

14. Good behavior and manners are expected at the designated bus stop.

15. Students can be denied permission to ride a bus to and from school.

16. For safety precautions, no balloons or large objects that will interfere with the driver's vision will be allowed on the bus.

Bus Discipline Procedure

1. Upon receiving the first substantiated discipline referral, the student will be verbally warned and placed on probation unless a major offense occurred then it will be the Principal's discretion from five (5) days to a semester plus one (1) semester of not riding.

2. On the second substantiated discipline referral, the student will lose riding privileges for a period of five (5) days unless a major offense occurred.

3. On the third substantiated discipline referral, the student will lose riding privileges for the remainder of the semester plus a possibility of the entire next semester. Regular HANDBOOK rules may be applied in certain bus disciplining cases.

4. Definition - MAJOR OFFENSE - Any act that places school property or another person in immediate danger such as, but not limited to: fighting on the bus, behaving in a manner which may cause the driver to drive unsafe, vandalizing the bus, etc.

Operation of the Transportation System

Changing of Bus Routes.

- The Director of Transportation has the authority to make an emergency route change under his normal job description.

- Any patron proposed route change must be submitted to the Board of Education in writing ten (10) days prior to their regular monthly meeting.

- The Board of Education will direct the Director of Transportation to make a thorough study of the patron proposed change and report back to the Board.

- The Director of Transportation will make a thorough study of the reasons for a route change.

- The Board of Education will consider route change because of student safety, elimination of stops, shortening a route and safety of students on the bus.

- The Board of Education will not consider route changes that would cause a bus to drive on a private road.

Use of School-Owned Pickup Trucks in Agriculture Program

Pickup Trucks purchased by the School District for the Agriculture program may be used by teachers in that program as follows:

1. Attending all livestock shows.

2. Home visits to inspect student projects.

3. Purchasing student livestock projects.

4. Attending all leadership conferences, National and State FFA Conventions, District Leadership, Sophomore Leadership Conference, Judging Contests, Speech Contest and other FFA functions.

5. Transporting students and their projects to shows that the FFA chapter attends that are outside the Tulsa area (e.g., Oklahoma City, Kansas City, and Denver, Colorado).

6. Transporting students and their projects to other shows when the student's parents and other parents of students attending the show are unable to provide transportation for the student.

7. Attending state teachers summer and winter workshops (Stillwater and Oklahoma City.)

8. Attending Monthly District Meetings.

Vehicle Use and Parking Permits

Student use and parking of motor vehicles will be permitted only on the high school campus. Students driving a motor vehicle to the high school campus may park the vehicle in the parking lot designated for student parking. The vehicle will not be used during the school day unless the student has been granted express written permission for such use.

Only licensed drivers will be permitted to drive to school. Permission is to be obtained from the principal. Written parental permission is also required for students driving or riding in other students' vehicles to and from school. Driving on school property in a careless and/or reckless manner will be strictly forbidden and the right to drive to and park on school property may be denied or revoked.

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of student parking lots and to conduct inspections of the exteriors of student automobiles when on school property. The interior of student vehicles may be inspected whenever a school authority has reason to believe that illegal or unauthorized materials may be contained inside. Such patrols and inspections may be conducted without notice, without consent and without a search warrant.

SECTION 1000
STUDENT CURRICULUM & MEDIA
STUDENT RECORDS

Definition, Function and Scope

"Curriculum" is defined as all the learning activities which the school fosters for the purpose of achieving its goals. The Board of Education will annually evaluate the school district's curriculum in order to determine whether each child in the district is receiving adequate basic skill instruction as required by law.

The function of the curriculum will be to familiarize the student with ways of living that are satisfying and worthwhile and that will lead them into rich and productive living as they grow and mature.

The scope of the curriculum should include the tools of learning skills and knowledge, attitudes and appreciation. Included in this scope are such courses as arithmetic, language arts, reading, etc.

Content

The Caney Valley Schools shall teach Priority Academic Student Skills and observe regulations set forth by the State Department of Education.

All school activities held outside the regular school time will be considered a part of the curriculum and will be supervised, organized and administered by the instructional staff.

Supervision, Planning and Improving

1. Organization of the Program
    a. The Superintendent, Principal and Certified Instructors will organize and meet to assist in a continuous study of educational material and procedures in order that justifiable changes may be made.
    b. The curriculum shall be changed as the need and interest of the pupils change and shall not be static but instead, the product of continuous growth.
    c. Additions to the curriculum will be approved by the School Board upon the recommendation of the administrative personnel.
2. Evaluation
    a. Provision shall be made for continuous appraisal of the instructional program.
    b. Committees made up of teacher and administrative personnel shall evaluate the educational results achieved. Curriculum experts will be called in for consultation as needed.
3. Public Relations
    a. Public relations consists of a harmonious working relationship between the school system and the public.

b. The Board of Education shall delegate to the Superintendent the responsibility of organizing the public relations program and shall grant him the authority to carry out such a program.
c. The Superintendent may, in turn, delegate this authority to others who will be responsible for any part in the program.
d. All school personnel shall have a part in the public relations program whether they be designated specifically or not.

4. The program shall be continuous with emphasis on day to day activities. Some special occasion may receive special emphasis.
5. No one department or activity should receive special recognition to the exclusion of another.
6. With prior approval from administration, Caney Valley Schools may allow students to take Internet courses for credit.

Grading (grades 1-12)

Each teacher must have a fair and impartial system of evaluation of each student's progress.

Teachers, grades 1-12, should record at least one grade per week per subject. The method used by the individual teacher should be noted in the grade book so that the data recorded there can be interpreted correctly.

At the beginning of each school year, the Teacher should explain his/her grading system to each class. The student should be encouraged to ask questions pertinent to this system.

Grading System (grades 1-12)

Each Teacher will record the student's grades in the Grade Book according to the following scale:

- A = 100-90
- B = 89-80
- C = 79-70
- D = 69-60
- F = 59-and below

No letter grades such as A, B, C, D, or F should be entered in the Grade Book. A teacher should use only the number value, such as 94, 86, 72, etc. The teacher will not show any plus or minus grades in the teacher's grade book, on any of the student's papers or report cards. Plus or minus grades will not be recorded on the school transcript; the teacher will record the grades as indicated above. When a student has missed a test or does not have a grade recorded, an explanation should be given in the grade book for later reference.

Additional Information for Middle and High Schools

At the end of each nine weeks, grades will be recorded on cumulative grade sheets in the principal's office and a report will be sent home to the parents of each student. Once a grade has been recorded, it will not change unless an error has been made. The nine weeks grade is a progressive indicator of a student's progress toward the credit earning semester grade.

A student may learn, at any time, his/her approximate grade in any class by asking the teacher of that class. Grades will be calculated and reported to the student at the teacher's convenience.

A semester grade is based on all grades earned first through the eighteenth week averaged on a continuing basis.

Additional Information for Elementary Schools (Grades K-6)

At the end of the 9 week period, the teacher will average the number value of each student. This will indicate a true assessment of the work completed by the student to date.

Reports to Parents (Elementary Level)

Report cards are sent home at the end of each nine weeks period to inform the parents of each student's progress.

Teachers must notify parents of students who are doing unsatisfactory work. Progress reports will be mailed at five weeks. A student cannot receive a failing grade unless the parents have been notified that the student is not making satisfactory progress. If a case arises in which a student is doing satisfactory work ("C" average) at the five week period and falls drastically afterward, an unsatisfactory progress report should be sent as soon as it appears that the student is beginning to drop drastically. The progress report should not only be used for "D" or "F" students, but also "A" and "B" students who are performing below their levels of ability to significant degrees. Progress reports should also be used to notify parents of students who show outstanding competence or marked improvement.

Honor Roll (Elementary-Middle-High School)

The purpose of the honor roll is to give recognition to those students who excel in academics. Two (2) honor rolls will be published at the end of each semester. They are as follows:

- Superintendent's Honor Roll – Students making all A's
- Principal's Honor Roll – Students making no grade below a B

Students must enroll in at least four solid subjects to be eligible for the honor rolls.

Graduation

In order to graduate, high school seniors will be required to have completed and achieved a passing grade in the courses and number of units of each type of course mandated by current state law.

Valedictorian and Salutatorian:

- The valedictorian is the student with the highest GPA; the salutatorian is the student with the second-highest GPA.

- It is possible for a student to have above a 4.00 grade point average since Caney Valley uses a weighted grading system for semester grades on some honor courses.
- Students are required to be enrolled at Caney Valley Public Schools for at least 3 uninterrupted consecutive semesters before students are eligible for valedictorian and salutatorian honors.

ENROLLMENT FROM NON-ACCREDITED PRIVATE SCHOOLS AND/OR HOME SCHOOLS

1000.3

Students who live in the Caney Valley district that are being home-schooled are not permitted to enroll in any classes or school activities in the Caney Valley Public School system unless such enrollment is on a full-time basis as a full-time student (i.e. if the student ceases to be home-schooled and becomes a permanent student of the Caney Valley School system). No part-time enrollment will be allowed for any purpose. This includes enrollment in any and all curricular and extracurricular programs.

Students seeking admission from non-accredited and/or home schools shall contact the school three (3) weeks prior to desired enrollment to schedule evaluation. Evaluations will be scheduled after receipt of school records, transcripts, etc., as required for enrollment by the building principal. Evaluations will be scheduled at the building principal's discretion; he/she will consider the time of year, counselor's office schedule, etc.

Such students will be required to score 60% on a test or demonstration designed to measure proficiency in each subject area in order to earn credit based on the transcript presented.

The test or demonstration will be selected by the school district.

CONCURRENT COLLEGE COURSE ENROLLMENT

It is the policy of board of education to conform to the laws and regulations pertaining to concurrent enrollment, including but not limited to the Concurrent Enrollment Regulations and Procedures as set forth in the Oklahoma Administrator's Guide and School Improvement Handbook which are published by the Oklahoma State Department of Education.

Students who satisfactorily complete coursework will receive college credit at the issuing institution. Academic credit will be issued by the district to a student for any concurrently enrolled higher education courses that are correlated with a course provided by the school district. If there is no correlation between the higher ed course and a course provided by the school district, the credit is to be transcripted as elective credit.

Students may secure transcripts of their concurrent college enrollment work and have them included with their high school record to show grades and courses completed.

Grade point averages, class standing, etc. will be completed only on classes in which students are enrolled in the District.

One of the most important factors of success in school is regular attendance. Irregular attendance is one of the chief causes of failure and subsequent withdrawal from school. School policy allows a maximum of 15 absences per semester, after which the student will receive no credit for the course. A child must be present a minimum of one hundred forty-five (145) days to be considered for promotion to the next grade. To receive the maximum benefit from the classroom and instructional participation, it is important that a child report to school each day.

Absence Procedures:

When it is necessary for a student to be absent, the following procedures shall be followed:

1. The parents or guardian must call the principal's office the morning of the absence to provide a specific reason for the absence.
2. Parents should call on the day that the student is absent and not on the day that the student returns to school.
3. Notes will not be accepted as excuses for the absences unless special arrangements have been made with the principal.
4. Should the office not be notified by 3:00 p.m. the date of re-entry, the student will not be allowed to make up work missed the day of absences.
5. Any time a student leaves school campus, he/she must check out through the attendance office. If a student leaves campus without checking out, the student will be considered truant and will not be allowed to make up work the day of the truancy and may be subject to discipline. Truancy is defined as absence from class or school without permission from parents or school officials.

Making up Work:

1. A student who has been absent for a reason which may be considered as eligible for make-up work must assume responsibility in preparing such work.
2. Students are expected to get all their make-up work completed within a reasonable time regardless of the reason for the absence. It has been determined that a "reasonable time" shall be as follows:
    a. Each day missed (up to 2 days) will result in 2 days for every one missed to finish make-up work.
    b. Each day missed (in excess of 2 days) will result in 1 day for each one missed to finish make-up work.
    c. The maximum number of make-up days is six.
        i. Example 1: A student misses 2 days (Tuesday and Wednesday) and will therefore have 4 days to make up the work (Thursday, Friday, Monday, and Tuesday).

ii. Example 2: A student misses 4 days (Tuesday, Wednesday, Thursday, Friday) and will therefore have 6 days to make up the work (Monday, Tuesday, Wednesday, Thursday, Friday, and Monday).

3. An extended absence because of lengthy or chronic illness or surgery will need verification from the attending physician if consideration of time is to be given for an extension in completing make-up work.
4. Make-up work involving teacher time will be done at the teacher's convenience. This may mean after school hours; arrangements for such work become the responsibility of the teacher.
5. The philosophy behind this policy is to encourage the student to return to school as soon as possible. While recognizing students will be ill occasionally, the district is also aware that some students have used “absent” as an excuse for not doing work. The above policy makes it necessary to get one’s work completed.

A. 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.

1. Proficiency will be demonstrated by assessment or evaluation appropriate to the curriculum area, for example: portfolio, criterion-referenced test, thesis, project, product or performance. Proficiency in all laboratory sciences will require that students are able to perform relevant laboratory techniques.

2. Students shall have the opportunity to demonstrate proficiency in the core areas as identified in 70 O.S. 11-103.6:
   a. Social Sciences
   b. Language Arts
   c. The Arts
   d. Languages
   e. Mathematics
   f. Science

3. 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.

4. The opportunity for proficiency assessment will be provided at least twice each school year.

5. Qualifying students are those who are legally enrolled in the Caney Valley school district.

6. Caney Valley School may not require registration for the proficiency assessment more than one month in advance of the assessment date.

7. Students will be allowed to take proficiency assessments in multiple subject areas.

8. Students not demonstrating proficiency will be allowed to try again during the next assessment period.

9. Exceptions to standard assessment may be approved by Caney Valley School for those students with disabling conditions.

B. 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.

1. Caney Valley School will confer with parents in making such promotion/acceleration decisions. Such factors as social and mental growth will be considered.

2. 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.

3. Failure to demonstrate proficiency will not be noted on the transcript.

4. 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.

5. 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.

6. Units earned through proficiency assessment will be transferable with students among school districts within the state of Oklahoma.

C. Proficiency assessment will measure mastery of the priority academic student skills in the same way that curriculum and instruction are focused on the priority academic student skills. In other words, assessment will be aligned with curriculum and instruction.

D. Options for accommodating student needs for advancement after they have demonstrated proficiency may include, but are not limited to, the following:

1. Individualized instruction
2. Correspondence courses
3. Independent study
4. Concurrent enrollment
5. Cross-grade grouping
6. Cluster grouping
7. Grade/course advancement
8. Individualized education programs

E. Caney Valley School will disseminate materials explaining the opportunities of Proficiency Based Promotion to students and parents in the district each year. Priority Academic Student Skills and type of assessment or evaluation for each core curriculum area will be made available upon request.

Appropriate Notation for Core Curriculum Area Completed:

Appropriate notation will be made for elementary, middle level or high school level students satisfactorily completing a 9-12 high school curriculum area. Completion may be recorded with a grade or pass. This unit will count toward meeting the requirements for the high school diploma.

As used in this policy:

- "Promote" or "promotion" means to place a student who has successfully completed the requirements of a particular grade level into the next higher grade level following the end of the school year and to record on the student's permanent cumulative record that he/she has successfully completed his/her current grade level.
- "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/she has not successfully completed the requirements of his/her current grade level.
- "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 record.

Elementary Promotion/Retention

Caney Valley Elementary will form a committee to carefully review and make final recommendations regarding retention of their students. The committee will be made up of a classroom teacher, counselor, principal or 1 teacher and additional personnel as needed. The following guidelines are used per grade unless student is retained on attendance.

Kindergarten

Kindergarten students must have 80% mastery of kindergarten curriculum requirements. If the parent does not wish to have the child retained in K or placed in First, the PARENT assumes the responsibility if the child is behind and has trouble in the next grade. The parent must sign a form stating he/she disagrees with the recommendation of the school.

First Grade

First grade students should have 62% mastery of State/Caney Valley Curriculum requirements and be reading on level 1.5.

Second Grade

Second grade students should have 62% mastery of State/Caney Valley Curriculum requirements and be reading on level 2.5.

Third Grade

Third grade students should have 62% mastery of State/Caney Valley Curriculum requirements in the area of language arts, social studies, and science. In the area of math, 62% mastery of basic

skills (multiplication), and 70% mastery of basic skills (addition-subtraction). In the area of advanced skill, 62% mastery is required.

Notwithstanding the foregoing, pursuant to 70 O.S. Section 1210.508C (H), beginning with students entering the first grade in the 2011-2012 school year, if the reading deficiency of a student, as identified based on assessments administered as provided for by the state and pursuant to statute, is not remedied by the end of third grade, as demonstrated by scoring at the unsatisfactory level on the reading portion of the third-grade criterion-referenced test administered pursuant to state law, the student shall be retained in the third grade. Parents of children who may be subject to retention under this section of the law will be notified in writing of same, and of their options for remediation to avoid mandatory retention, as per statute.

Upper Grades and Middle School Promotion/Retention

Caney Valley Elementary and Caney Valley Middle School will form a committee to carefully review and make decisions regarding retention and promotion. The committee will be composed of a classroom teacher, a counselor, the Building Principal and additional personnel who may be assigned by the Principal when appropriate.

Strong supportive evidence must be presented to the student and parent regarding retention. This evidence must be based on:

- Testing which actually covers the subject matter presented to the student.
- Assignments directly related to the subject matter being taught.
- Consideration will also be given to the student's level of maturity (physical, mental, emotional and social) and to the student's attendance record, although these matters will not bear the same weight as items 1 and 2.

High School Promotion/Retention

Promotion in grades 9-12 will be determined by successfully completed units of instruction to be established by the Board of Education, Superintendent and High School Principal based on State Department of Education and federal requirements.

Notification Regarding Possible Retention

The student and the parent must be made aware of the possibility of the student's impending retention. Any student in danger of being retained shall be notified at least twelve (12) weeks prior to the end of the school year that his/her performance is insufficient, and the student's parents will be mailed a written notice at that time. However, in the event that a child's grades drop drastically after the above twelve (12) weeks, parents will be notified at that time if retention comes into

consideration. The school staff will make every effort to help the student improve his/her academic standing.

Special Education Students

Students in special education are excluded from this policy and will be advanced in accordance with their individual educational placement team recommendations.

Appeal Process

After receiving a committee decision to retain a student or upon receipt of the student's report cart 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 following steps:

- First level of appeal – The parent may request review of the initial decision by letter to the building principal within five days of the parents receipt of notice of the committee's initial decision to retain or to issue a failing grade. If the principal does not receive review request within this time frame, the committee's decision shall be final and unappealable.

Second level of appeal – If the parent has reviewed the decision with the principal within the appropriate time frame and is unsatisfied with the principal's decision, appeal may be made to the superintendent within five days of receipt of the principal's decision. If the superintendent does not receive notice within this time frame, the principal's decision shall be final and unappealable.

Final level of appeal – If the parent has reviewed the decision with the superintendent within the appropriate time frame and is unsatisfied with the superintendent's decision, request for appeal may be made to the board of education within five days of receipt of the superintendent's decision. The board will establish a time and place of the board meeting to hear this appeal and will notify the parent. The board's decision shall be final and unappealable. If the parent has any further disagreement with the board's decision, the parent may prepare a written statement of the disagreement and the reasons therefor to be placed in the student's permanent record files.

Reading Deficiency Retentions

Pursuant to 70 O.S. Section 1210.508C, third grade students who have not satisfied reading proficiency requirements by the completion of third grade may be retained unless they qualify for promotion via alternative methods as set forth in the statute. A copy of the statutory requirements will be provided upon request through the administrative offices of each school.

Caney Valley Public schools will provide educational opportunities to all eligible children with disabilities in accordance with the provisions set forth in 70 O.S. § 13-101 through 13-129, the Individuals With Disabilities Education Act (IDEA) and any other applicable state and/or federal laws.

The Caney Valley School District will consider students who meet certain criteria for special education instruction under the category of Specific Learning Disabilities. This will include all students whose estimated percentile rank of discrepancy between predicted ability and actual achievement falls at five (5) or below, as determined by a procedure that corrects for the effects of regression toward the mean when comparing two test scores. Students whose discrepancy between ability and achievement is primarily the result of visual, hearing, or physical handicaps, mental retardation, emotional disturbance, or environmental, cultural, or economic disadvantage shall not be eligible for Specific Learning Disabilities. Other information, including classroom performance, observations, adaptive behavior, and school history must also be considered in the determination of eligibility for Specific Learning Disabilities. Students whose achievement is commensurate with their age and ability or whose deficits can be corrected without special education and related services, would not be eligible for Specific Learning Disabilities.

Description and Purpose

Extended School Year is available to those handicapped students who meet the eligibility criteria. The purpose of Extended School Year is to prevent or slow severe skill regression caused by an interruption of services during the summer months. It is not to enhance the level of performance exhibited by student at the end of the regular school year. The need for Extended School Year is based on a construct of "skill regression and a student's limited capacity for recoupment." Extended School Year is provided only when it is determined that a student might regress to such an extent in a critical skill area that recoupment of such skill loss would be unlikely or impossible and therefore, would require an unusually long period of time to recoup the present level of performance. When a student meets the criteria, services will be proposed at no cost.

IEP Team Responsibility

Critical skill areas which may be considered by an IEP team are: Communication self-help, motor, behavior, and/or educational achievement. Factors that should be considered in determination of eligibility for Extended School Year are: nature of the handicapping condition severity of the condition, goals related to attaining self sufficiency and regression and recoupment. The determination that the criteria are met is the initial responsibility of the IEP team and is subject to review and concurrence by the Director of Special Services. The Team must submit the following to the director:

- data which documents critical skill maintenance or regression shown to be resistant to adapted strategies

- data which supports that each critical skill area under review has been specifically and individually identified and evaluated

- data which documents that each discipline-specific professional who is currently involved in providing the evaluations, staffings, and direct services has been involved in the eligibility determination and recommendation

- information which is data based and clearly establishes a link between the need and the data

- data which support that each discipline-specific professional involved had documented that:
  - s/he has extensively considered the consequences of an interruption of services during the summer months
  - s/he has determined whether the loss of a critical skill as a result of that interruption would be significantly greater than normally expected and therefore, would require an unusually long period to recoup the present level of performance

- recommendations which specify the type, frequency and amount of service required

Extended School Year Service Delivery Factors

Duration – Extended School Year will not exceed 8 weeks (Oklahoma State Law). The amount of time per day and/or per week will be based on critical skill needs of each individual student.

Transportation – Parents will be encouraged to provide transportation to and from Extended School Year site(s) at a District approved reimbursement rate. If this is not possible other arrangements will be made at District expense.

IEP – The IEP will be a separate document from a student's regular school year IEP.

Services – Services will be made available when critical skill regression criteria are met. Extended School Year services may be provided through a variety of service delivery models.

Student Ratio – Service provider-student ratios will not exceed Oklahoma State guidelines. If needed a modified program will be requested from the Oklahoma State Department of Education.

Salaries – Salaries for direct service providers will be prorated based on the previous year's contract. Salary amounts will be based on actual hours of service rendered.

Sites – While handicapped children are to be served in the Least Restrictive Environment, opportunities for interaction with less or non-handicapped peers during Extended School Year will be limited.

Additional Guidelines

a) Eligibility will be determined on a student-by-student basis. Extended School Year guidelines and practices will not be invoked which have an effect on considering handicapped students as a categorical class.

b) The District does not construe current Federal, State statutes, or related court findings as requiring Extended School Year services for all handicapped student residing within the District's geographic boundary. Therefore, the determination of eligibility and the need for special education during the regular school year does not qualify a student for Extended School Year services.

c) If a student is eligible for Extended School Year services one year, that student is not automatically eligible for Extended School Year services the subsequent year.

d) District IEP teams will determine Extended School Year eligibility only for students who are legal residents of the District. If the District is serving a handicapped student from another

district, it is the responsibility of the sending district to make its own Extended School Year determinations and recommendations.

Overview

The Caney Valley Public School System has made a commitment to " Pursuing Excellence". The Caney Valley Alternative Academy will be a continuation of this commitment, seeking to complete the education loop for all our students. Our goal and purpose must be to provide a challenge for at-risk students with an expanded opportunity for success.

Students who will be in grades 6-12 for the current school year or are between 12-21 years of age are eligible for this program. Estimated number of students to be served at any one time is 10.

Alternative Education is an educational process incorporating the appropriate structure, curriculum, interaction and reinforcement strategies necessary to provide effective instruction for those students whose needs are not best served within the traditional school setting.

Mission

Service: To motivate and prepare students who possess needs not met by traditional educational services to become productive members of a competitive society.

Leadership: To foster the initiation and improvement of the Oklahoma Alternative Education deliver system.

Regulations: To ensure the approved Alternative Education Plans are implemented successfully.

At-Risk Student Identification

The Alternative Academy will consist of students who meet the Oklahoma definition for an at-risk student. At-risk children and youth are individuals whose present or predictable status (economic, social-cultural, academic, and/or health) indicates that they might fail to successfully complete their secondary education and acquire basic life skills necessary for higher education and/or employment. More specifically, children and youths may be deemed at-risk if:

1. They are a member of a household or family whose income is at or below the poverty level under the criteria used by the U.S. Bureau of Census; or
2. They have not made substantial progress in mastering basic skills that are appropriate for students of their age; or
3. They have grades that consistently indicate major under achievement; or
4. They have been retained in a grade for one or more years; or
5. They have been a school dropout or have had excessive absences during a school year; or
6. They have been determined to be at-risk on assessment by school staff familiar with the student's health, social, or family status as these influences any be impairing the students'

success in school. Influences may include but are not limited to evidence of abuse of the students, the student's use of alcohol or drugs, pregnancy, or attempted suicide.

Intake and Screening

- A student is determined to be at-risk based on high school criteria for at-risk identification. A student must meet with the school counselor before placement.
- The parents and student agree to follow regulations as outlined and sign a contract to that effect.
- The student may participate in extracurricular actives. (Example: FFA, Athletics, Music, Band, etc.)
- The student who obtains employment must complete at least ten (10) hours of work per week. Some school assistance may be provided to help with employment if the student needs help.
- The parent or guardian of the student or the student is responsible for the student's transportation to and from the alternative school and to and from the work site if applicable. **No transportation will be provided.**
- The alternative academy will be located on the Caney Valley High School Campus.
- The placement is for one semester. Enrollment in subsequent semesters will be through agreement of the school, student, and parent. Students are committed for the semester. **Students may not return to the regular school except at the beginning of the new semester.**
- Grading procedures and criteria will be determined by the instructors and will reflect student progress in the non-traditional setting. The curriculum will be based on practical hands-on applied concepts which enable the student to function in the world after finishing high school. The expected ration of applicants to students served is 1.5 to 1.

Goals and Objectives

The goal of this program is to identify individuals that are in need of an alternative setting to achieve a high school diploma. The objective of the program is to have the students to complete a credit of work with a mastery level of 60!. The students will be pre-tested and post-tested to show gain and to insure the 60% mastery level.

Courses

The following core classes are being offered for enrollment:

- Language Arts
- Math
- Social Studies
- Science

Faculty

The teachers, counselors, and director of the Academy have had training that will aid them in working with at-risk students. These include but are not limited to classes that deal with the identification and counseling of these students. They have demonstrated the desire and ability to work with at risk students and have shown the ability to work effectively with these students within the classroom environment and also in a one on one basis. The Faculty members of the Academy have many years of teaching experience that will be valuable with assessing students and helping them to accomplish long term goals.

Service Delivery Strategies

The curriculum will consist of the core subject areas of Math, Science, English, and Social Studies. The curriculum will be enhanced with art and other subjects that are required for each student to fulfill graduation requirements. The credits for the high school courses will be earned by completing the course and attaining a 60% mastery rate. The student will also be encouraged to make a commitment in one or more of the following areas:

- Vocational training at Tri County Area Vo-Tech School (day school, afternoon session - 3 credits).
- Work-Study or Apprenticeship in the Ramona/Bartlesville area (2 credits).
- Community service when appropriate (2 credits). The student will be able to gain credit by completing either of the two above options and will be monitored by the job coordinator to guarantee success and completion. The Academy will meet five days per week, Monday through Friday. The Academy will meet from 3:30 p.m. until 7:30 p.m.

Individualized Instruction

The students will be taught by individual instruction. The use of computer aided individual instruction will be utilized to a high degree. The student will be able to work at his/her own pace and the teacher will facilitate the individual's progress.

Counseling and Social Services

The program will employ a counselor for a total of two hours per week to aid in guidance, career and other decisions. The director and teachers will also counsel the student when needed. The program will work in an appropriate manner with all social services and juvenile authorities. These will include but are not limited to JSI, JTPA, DHS, Youth and Family Counseling, and other agencies deemed necessary.

Life Skills

We will utilize a consumer math program that will aid in basic survival skill such as writing checks, balancing budgets, making a family budget, making change, purchase of insurance, taxes, time card, and comparison price shopping.
The counselor will also help the students to develop a resume and prepare for interviews.

Collaboration with State and Local Agencies

The staff will work with the varied state and local agencies that will best supplement the individual student's education. These will include but not be limited to DHS, JTPA, JSI, and child welfare. When it becomes necessary, the director and counselor will work in cooperation with the required department when a juvenile has committed an offense that required the intervention of these agencies. The program will obey and fulfill all requirements of the State Department of Education.

Graduation

Through a planning conference with the student, parent, counselor, and director, we will develop an individual plan that will allow the student to fulfill graduation requirements. This will include the ability of the student to earn part of the required credits through attendance at the local Vo-Tech, Work Study, and Community Service when appropriate.

Evaluation

The program will be self evaluated periodically during staff meetings. There will be annual written self-evaluation prepared in the spring of the year.

Non-Traditional Students with Medical or Parenting Considerations

Caney Valley's Alternative Education Program was designed to meet the needs of students who are unable to be successful in the general education classroom due to medical or parenting issues. With that goal in mind, we must continue to be flexible in order to meet the needs of students who have certain medical or living circumstances. This policy is specifically designed to meet the needs of students who are homebound, are pregnant, have parenting responsibilities, or other health impairments.

Each student who meets one or more of these criteria, provides doctor's documentation, and is approved for home study by administration will be allowed to complete credit on online curriculum, the school's virtual classroom, from home until they are able to return to the general education classroom or the alternative education classroom. Students must complete no fewer

than 12 hours online per week or 3 hours per day to remain active. Furthermore, a student may work at any time during the day or night with the exception of scheduled Alternative Education classes when they may not log on to the online curriculum. A student not completing the minimum hours in a week will be placed on probation for the next week. A student who does not complete the minimum number of hours for the second week in a row will have classes changed to inactive and will have to come to the high school and discuss lack of effort and create a plan of action before their classes are reactivated. This time will be recorded each week online usage log. Students utilizing the online curriculum solely at home will be required to complete semester and final exams at school at a time scheduled with Alternative Education faculty.

The Caney Valley Schools Homebound Program provides students the opportunity to continue their academic studies. There are three groups of eligible students:

- Students with severe handicapping conditions who have never attended school.
- Students with severe illnesses or handicapping conditions who will be absent from school for at least two weeks.
- Pregnant Girls – the girl must be a current enrollee of the district whose intent is to complete her high school education.

At its discretion, the District may approve other students for homebound education.

Note—if the child's education is governed by an IEP, any situation which may change the child's placement must first be approved through the proper channels in accordance with the guidelines set forth in the IDEA.

Purpose

The purpose of any homebound instruction is essentially emergency in nature and should be used only when other approaches cannot be used. The limited instruction time and the lack of social interaction are vital factors to be considered. Students are encouraged to attend school if all possible.

Approval

Approval for homebound instruction must be granted by the Superintendent or his/her designee. The amount of time will be determined by the following guidelines:

- Pregnant Girls: If necessary, four weeks before due date and four weeks after the birth. Girls are encouraged to attend school as much as possible and will be allowed to attend up to the time of delivery unless the girl's physician orders otherwise. Any extended amount of time must be approved by the Superintendent or the Homebound Committee of each school or both.
- All Others: The amount of time will be determined by the Superintendent or the Homebound Committee of each school or both.

Attendance

A student receiving homebound instruction must be enrolled as a student in the school providing this special service. When a student is taught by a visiting teacher for one hour per day for three (3) days per week, the student shall be counted as having attended school five (5) days per week and his/her attendance shall be so entered in the school register.

Homebound Committee

The Homebound Committee shall consist of the Superintendent, the Building Principal, the Homebound Teacher, the Student's Teacher, the School Counselor, and the Director of Special Services.

General Guidelines

1. The homebound teacher shall be the link between the classroom and the student.
2. All assignments will be made by the homebound Teacher with input from the classroom Teacher. These assignments will be graded by the homebound Teacher and returned to the student.
3. All tests will be given under the direct supervision of the homebound Teacher.
4. Homebound assignments should be kept concurrent with activities that are taking place in the student's regular classroom.
5. Grades given on assigned work will be of the same type (letter and numerical) as those given in the regular classroom.
6. Never will a child's grade be raised or lowered simply because he/she is not in the classroom.

Elementary Curriculum

The homebound teacher, unless he/she is the child's regular classroom teacher, should confer weekly with the child's principal and classroom teacher regarding the work of the student. Every effort should be made, within the limitations of the child's physical capacity to enable him/her to progress normally with his/her class by covering the same materials. Curriculum for some severely physically disabled children may need to be more flexible and adapted to meet the needs and interests of the child. It should provide him/her the opportunity to progress at his/her maximum rate of achievement on his/her grade level.

Middle School and High School Curriculum

The homebound instructor of middle school and high school students, unless he/she is the student's regular classroom teacher, should keep in touch with the regular teacher of the student's subject, in order to acquaint him/her with the work of the same materials as his/her physical condition will permit. Some laboratory courses on the high school level may have to be substituted or dropped when home instruction is necessary as laboratory facilities are not available at home. This is done only with the principal's recommendation and approval.

Mission Statement

The staff of Caney Valley ISD believes that the school's purpose is to provide all students who are enrolled in the district with an appropriate education. This includes those gifted and talented students who require and/or would benefit from additional services. Educational opportunities will be provided either through enrichment activities within the framework of the existing curriculum, independent study, concurrent enrollment, or credit through examination. Caney Valley ISD recognizes that each student, regardless of race, economic background, cultural background, sex or disabled condition deserves the opportunity to receive an education commensurate to his/her capability. Caney Valley ISD is committed to seeing that each student has the opportunity to develop as an individual as far as that person's talents and motivation will permit.

Local Advisory Committee

Upon recommendation of the superintendent, the board of education will appoint a "Local Advisory Committee" to assist in:

Formulation of district goals for gifted education.
Development of the district plan for gifted education.
Preparation of the district report on the schools gifted program.

The Local Advisory Committee shall consist of:

Principal
Teacher
Parent of a child who is identified as gifted and talented.

The Local Advisory Committee shall be appointed no later than September 15 and will be appointed for a term of two years. The first meeting shall be called no later than October 1 of each year at which time the members of the committee will elect a chair and a vice-chair. The school district superintendent or a person designated by the superintendent will attend Local Advisory Committee meetings and will ensure proper notice of meetings in accordance with the Oklahoma Open Meeting Act. All meetings of the Local Advisory Committee will be held in accordance with Oklahoma Open Meeting Laws.

Definition - "Gifted and Talented Children" means those children identified at the preschool, elementary, and secondary level as having demonstrated potential abilities of high performance capability and needing differentiated or accelerated education or services.

Identification - Procedures used in the process of identifying gifted students will be nondiscriminatory with respect to race, economic background, national origin or disabled condition. Nominations will be sought from a wide variety of sources, including professional

educators, parents, community members, peers, self and others. Data will be collected on nominated students.

Testing Methods

- Standardized Ability Test
- Standardized Achievement Test
- Student achievement within the curriculum
- Other as appropriate

Non-Testing Methods

Student work portfolios
Student achievement outside the school's curriculum
Student achievement (i.e. grades)
Other as may be deemed appropriate

A committee including two teachers and chaired by the school principal will be known as the Identifying and Placement Committee. The chairperson will be trained in gifted education.

The Placement Committee will:

- Ensure that all potentially gifted and talented students have been considered.
- Collect and analyze data to be used in making decisions for selection of students.
- The committee coordinates and uniformly implements the process for identification and communicates these procedures to the entire school staff consistent with this plan, State Board of Education regulations and state statutes.
- Recommend placement.

The following criteria will be used to identify gifted students:

- The school district shall identify and serve all students who excel in general intellectual ability as verified by an overall composite. Scoring at or above the 97 percentile on a national standardized test of intellectual ability.
- All students scoring at or above the 95 percentile on the WISC-R Test and all students scoring at or above the 97 percentile on the Otis Lennon IQ Test will be served.
- All students who had a 4.0 grade point average the previous year, and scored an overall composite of 90 percentile or above on the school-adopted test of Intellectual Ability will be served.
- Student placement decisions in the capability areas will be based on multiple criteria. No single criterion will be used to exclude a student from educational programming.
- Instructional useful information about individual students obtained during the identification process will be communicated to the appropriate members of the instructional staff regardless of final placement.

Parental involvement - written identification and placement procedures will include parent involvement. Parents may appeal a placement decision with which they disagree to the placement committee. The appeal should be in writing and should state the reasons why they disagree with the placement committee's recommendation. Further appeals may be made to the district program coordinator.

Other students may qualify based on the following multiple criteria:

- Overall composite score of 90 percentile or greater on the school adopted national standardized test with a total subject area score of 95 or greater in any of the core curriculum subjects (Math, Science, Social Studies, Language, Reading.)
- Specific subject area total score of 95 or greater in the core curriculum (Math, Science, Social Studies, Language, Reading) and a grade point average of 4.0 or above for the previous year.
- Teachers, administrators, parents, community members, may nominate students for consideration for placement who have exceptional visual or performing arts ability. These students also maintain high academic standards in accordance with their capabilities.

If a student is identified on the basis of a Nationally Standardized Test of intellectual abilities the test shall be considered valid for as long as the student is enrolled at Caney Valley schools for the purpose of determining eligibility. Gifted child educational programming will be ongoing, will be implemented within three weeks of the beginning of the term and will be closely coordinated with all areas of the curriculum.

Placement

The Identification and Placement Committee will ensure that student's placement in programming is based on his/her abilities, needs and interest. Opportunities will be provided for students to be considered for placement throughout their school experiences. Each qualified student will have an IEP committee consisting of the teacher, parent or guardian, student (when appropriate), administrator and/or counselor, and may include any special teacher who is involved in serving the student in the Gifted and Talented Program. The teacher or teachers, parent, and student will develop a plan for enrichment including learner outcomes, activities, and evaluation. Students who do not complete assigned learning activities, in accordance with the IEP may be removed from the program by the administrator or placement committee. Parents will be informed of any change of placement. Student progress will be assessed and reported to the parent in a second committee (teachers, student, parent, administrators) meeting to be held before the end of the school year.

Procedural Safeguards

- Evaluation of the appropriateness of student's placement shall be an ongoing process and records shall be maintained for a minimum of five years or as long as needed.
- Individual students will be evaluated to determine admittance into the program. All records will be kept confidential and will be available only to school personnel responsible for the student's education and academic fulfillment, and to the parents. Any individual testing of students will require written permission from parents.
- The Regional Education Service Center (RESC) may be requested to administer additional tests at no expense to the parent if the parent disagrees with the school's evaluation. If the parent chooses to obtain outside private evaluations, the cost incurred will be the responsibility of the parent.
- Review of gifted and talented students will be made annually, and appropriate placement will be determined at that time. This review will occur in August. Gifted and talented transfer students will be placed in the Caney Valley program immediately upon receipt of supporting data from the previous educational institution. Students must meet Caney Valley criteria before placement.
- Caney Valley school district has the option to remove students, who are not thriving, from the Gifted and Talented Program if it is considered to be in the best interest of the student and the school following a conference with the parents of the student. Any change of placement will require a conference with parents before the change is implemented.

Programming Description

Differentiated education shall include multiple programming options and appropriate curriculum modified in pace, breadth and depth. Caney Valley School district shall provide differentiated education for all identified and talented students. Differentiated educational opportunities may include, but not be limited to, the following programs:

- Individualization of Instruction - Instruction of an individual student focused on the specific educational needs of that student.
- Proficiency Based Promotion - Elementary or secondary students advancing one or more levels in a curriculum area by demonstrating proficiency at the 90% level on designated assessments.
- Differentiated or Enriched Classes - Include differentiated curriculum and accelerated content designed for able students. These classes need not be limited to identified gifted students and will be noted on student's transcripts.
- Independent Study - Individually contacted in-depth study of a topic; also a course or unit of study taken through an individual arrangement.
- Continuous Progress - The content and pacing of curriculum and instruction are matched to students' abilities and needs. Students move ahead on the basis of mastery.

- Cluster Groups - Any classroom with a group of identified able learners purposefully organized to provide planned differentiated instruction most of the time.
- Cross Grade Groups - Opportunity for a student to work in an advanced grade-level setting with one or more students sharing a similar readiness for the learning task and performance expectations.
- Acceleration - Administrative practices designed to allow students to progress through the curriculum and/or grade levels at a rate faster than the average.
- Dual Enrollment - Qualified students taking middle level or high school courses while at the elementary level or high school courses while at the middle level.
- Mentorships - A program which pairs individual students with someone who has advanced skills and experiences in a particular discipline and can serve as a guide, advisor, counselor and role model.
- Seminars - Special short-term sessions where students focus on one area of study.
- Resource Room - A class for students released from their regular classrooms on a scheduled basis to work with a teacher trained in the education of the gifted.
- Creative and Academic Competitions - Organized opportunities for students to enter local, regional, state or national contests in a variety of areas. Examples include: Science Fair, Geography Bee, Invention Convention, Math Olympiad, Odyssey of the Mind.
- Guidance and Counseling - Planned activities, sessions and policies that assist gifted and talented students in planning their academic career in-school and after high school, and that also address the specific social-emotional needs of the gifted including underachievement.

Gifted child educational programming will be ongoing, will be implemented within three weeks of the beginning of the term and will be closely coordinated with all areas of the curriculum.

Curriculum

The gifted student will be provided an opportunity to master curriculum objectives at his or her own pace, allowing for accelerated achievement. The regular curriculum will be adapted to meet the needs of above average students by eliminating previously mastered work or streamlining work that may be mastered at a faster pace. The time gained may be used to provide students with appropriate enrichment and/or accelerated experiences. Content will be differentiated in breadth, depth and pace from the regular program.

Parent Notification

Parents will be notified by certified letter that their child has met the criteria for the Gifted and Talented Program, and an Individualized Educational Program meeting of the placement committee will be scheduled to plan the specific program to be provided.

Qualifications for Gifted Child Educational Program Staff:

- Teachers hold a valid Oklahoma teaching certificate appropriate to the grade level(s) included in the program.
- Gifted educational program coordinators hold a valid Oklahoma teaching certificate.
- Teachers whose duties include direct involvement with gifted and talented students shall participate in service training or college training designed to educate and assist them in the area of gifted education each year.
- Gifted educational program coordinators shall participate in service training or college training designed to educate and assist them in the area of gifted education each year.
- Administrators responsible for gifted educational programming will attend professional development related to the educational needs of gifted students each year.

Responsibilities of Gifted Child Educational Program Staff:

- The superintendent or the district coordinator for gifted educational programming will be responsible for working with the local advisory committee, overseeing the site coordinators and site plans, and filing such reports and information as are required by the State Department of Education relative to gifted educational programming.
- The principal or site coordinator for gifted educational programming will be responsible for working with the site committee, coordinating gifted educational programming related to the site gifted plan and completing such reports and information as required by the district coordinator for gifted educational programming.
- The site committee on gifted educational programming will work with the Superintendent to develop the site gifted plan each year. The site gifted education specialist or designee is responsible for coordinating the site programming options.
- Under the direction of the district coordinator for gifted education programming, an organizational document will be developed at each site which clearly delineates roles, responsibilities and coordination procedures in regard to gifted educational programming options.
- Delivery is addressed by both the regular classroom teachers and the gifted education specialist. They work closely together to implement appropriate flexible pacing, plan enrichment, coordinate resources and facilitate academic/social support when needed.
- The gifted education specialist provides professional support through modeling, consultation, co-teaching, collaborative problem solving, in service training and assists classroom teachers in finding and securing resource material and/or resource persons.
- The gifted education specialist is responsible for coordinating gifted student identification, monitoring student progress and record maintenance.
- Classroom teachers will have, and provide upon request, documentation demonstrating that curriculum has been and continues to be modified in pace, breadth and depth.

The Caney Valley Public Schools considers Staff Development of utmost importance and will ensure that training of teachers and administrators includes:

- Higher level Thinking Skills
- Critical Thinking Skills
- Components of appropriate Flexible Pacing
- Learning styles
- Other

Evaluation

In addition to evaluating each student's progress in mastery of content, higher level thinking skills, and creativity, all components of the gifted educational program will be evaluated: Staff development, Programming options, curriculum, community involvement and evaluation. Evaluation instruments for gifted educational programming will be completed by parents, teachers, administrators and students. Data will be compiled, analyzed and shared with appropriate groups. Results will be used to modify, expand and upgrade the quality of the district gifted program.

The policy of the Caney Valley Public Schools is to provide an educational program which will encourage and enable each student to become intellectually and socially competent, to value moral integrity and personal decency, and to achieve self-understanding and self-realization. For the purpose of this statement of policy, the term instructional materials will refer to any material with instructional content or function that is used for formal or informal teaching or learning purposes.

The following objectives will provide unity, direction, and guidance in both the design and implementation of the educational program:

1. To provide a comprehensive collection of instructional materials selected in compliance with basic written selection principles, and to provide maximum accessibility to these materials;

2. To provide materials that will enrich and support the curriculum, taking into consideration students' varied interests, abilities, and learning styles;

3. To provide materials that will stimulate growth in factual knowledge, literary, cultural, and aesthetic appreciation and ethical standards;

4. To provide research materials for students and teachers to increase awareness of the changing trends and the new developments in education;

5. To provide in-service educational training to promote teacher effectiveness and to provide knowledge to assist in curriculum enrichment;

6. To provide recreational materials for the students and the staff.

The Selection Policy provides a procedure for maintaining a consistent quality of excellence in the materials for use in the teaching-learning process including continuing evaluation of the media collection. It is a basis for selecting instructional materials, and used as a document to help students, parents and other citizens better understand the purposes and standards used to select instructional materials.

The Caney Valley School Board declares it is the policy of the Caney Valley School District to provide a wide range of instructional materials on all levels of difficulty, with diversity of appeal, and the presentation of different points of view, and to allow the review of existing media collections and the reconsideration of allegedly inappropriate materials through established procedures. The Selection Policy shall be reviewed and up-dated (if necessary) each school year.

Responsibility for Selection: Although the Caney Valley School Board is legally responsible for the operation of the school, the responsibility of the selection of instructional materials is delegated to the certified library media person.
Materials for the library resource center are selected by the library media person with the cooperation of the faculty, the administration, and, when feasible, the students and patrons of the community.

Responsibility for coordinating the selection of materials and purchase of textbooks may rest with appropriate department chairpersons or with textbook evaluation committees.

Criteria Selection Procedures: The primary objective of selection is to support, enrich and to help implement the educational program of the school through the interaction of professional personnel and other members of the school community. While the selection of instructional materials involves many people, the responsibility for the final selection of most instructional materials rests with the certificated library media personnel.

Criteria for Selection: It is the policy of the Caney Valley Public Schools to select materials or library media set in accordance with the following guidelines:

1. Instructional materials are chosen because they are of interest and have learning value for the students in the community.

2. Insofar as it is practical, materials are provided which present all points of view concerning the problems and issues of our times, international, national, state, and local.

3. Selections are made from and in accordance with, the different maturity levels of the students.

4. Nonfiction materials are selected which fill a need related to the curriculum and/or contribute to the development and enrichment of the student.

5. Fiction as well as nonfiction has assumed an important role as an educational medium. The sound treatment of significant historical, social and personal problems in books of fiction can contribute to the understanding of human problems and human relations.

6. In the selection of materials, recognized reviewing tools such as the following are used: <u>Children's Catalog, Book Talk, Book Report, Junior High School Library Catalog, Senior High School Library Catalog, School Library Journal, Oklahoma State Department of Education Reviews</u>.

7. The following specific criteria are considered:
   a. The overall purpose of the material;
   b. Importance of subject matter to the collection;

c. Reputation of author, artist, composer, or producer;
d. Timeliness or permanence of the material;
e. Readability and reader appeal;
f. Format and price;
g. Accuracy of the material;
h. Quality of the writing and illustrations;
i. Reviews of the title in material selection aids.

Requests for Consideration: Suggestions and input from other individuals is important to the library personnel. Many times administrators, faculty, or students may be aware of a need in the library. Requests for consideration for library materials for the possible inclusion into the collection may be made by completing the request form. (See appendix) Upon completion of the form, forward it to the library media specialist.

Gift Materials: Gifts may be acceptable when they meet the same standards as the original purchases. Gift materials will be accepted or rejected on the basis of the criteria in the selection process. It will be strongly recommended that a gift of money be made so that it may be used to fill the greatest need at that time. There may be no special conditions placed on the gift by the donor. Gift books and other materials, once accepted by the Caney Valley Public Schools, become the property of the Caney Valley Schools. The final disposition concerning the gift will be the responsibility of the certificated library media personnel.

Disposition of Materials: Selection is an ongoing process which includes the removal of instructional materials no longer appropriate. The final decision in the disposal of materials is the responsibility of the certificated library media personnel. Disposition will be considered for the following:

1. Badly damaged print and non-print materials;
2. Old editions replaced with newer copyright editions;
3. Outdated or discriminatory materials;
4. Titles that are no longer popular and never circulate;
5. Duplicate copies that no longer circulate.

Professional Materials: Materials will be provided for teachers and administrators to increase awareness of the changing trends and the new developments in education.

Use of Materials and Equipment: Equipment and materials housed in the library media center are for the use of students and teachers, primarily. However, some materials are appropriate for parents or other members of the community. These items may be checked out by patrons other than school staff at the discretion of the professional library media staff.

Fees for the use of the laminating machine will be 25 cents per foot of copy to be laminated, with a minimum charge of 50 cents. This price is subject to change as the price of laminating film increases.

Procedures for Reconsideration of Challenged Materials: Occasional objections to materials will be made despite the quality of the selection process. It is recommended that a student or his/her parent should have the right to reject the use of library media center materials which seem incompatible with his/her values and beliefs. It is further recommended that classroom assignments involving library media materials provide for alternate choices. However, no parent has the right to determine the reading matter for students other than his/her own children.

Procedures for reconsideration of challenged materials: When a complaint about materials is received, the material in question shall be:

1. Reviewed objectively and in its full context;
2. Evaluated in terms of the needs and interest of students, school, curriculum, and community;
3. Considered in the light of differing opinions.

The procedures for handling objections to challenged materials are as follows:

1. The person or persons expressing an objection may register the objection writing on a Request for Reconsideration Form. (See addendums) This form may be obtained from the library media center.

2. Upon completion of the form, the person will return the form to the library media specialist. All copies and editions of the material being objected to will be withdrawn and temporarily placed in the office of the library center.

3. A committee to review the complaint will have an approximate two-week period to meet, review and determine the outcome of the challenged material. The final decision cannot be made until all committee members have had sufficient time to review the material.

4. The committee will have the authority to take one of the following specific actions regarding the material;
    a. Limited or restricted use
    b. Removal from shelf (Reviewed and reconsidered at a later date.)
    c. Placed back on the shelf.

5. The review committee will be appointed by the library media specialist and approved by the superintendent and shall be composed of the following;
    a. 3 Parents (one for elementary, junior high, and secondary.
    b. Principal

c. Library Media Specialist
e. Two faculty members (appropriate to level of material)

6. The complainant may present his/her views on the material under consideration to the committee.

7. The committee's decision (which shall be reached by simple majority) shall be given to the appropriate director who will see that implementation of the decision takes place. In the event that the complainant does not accept the decision of the Review Committee, he/she may appeal to the Board of Education through the Superintendent. The final decision then rests with the Board of Education.

8. Once an item has been challenged, reviewed, and justified by the Review Committee and the Board of Education, if another challenge is raised against it within a five-year period, the complaint may be dismissed.

Library Guidelines for Teachers:

1. Teachers may check out library books without the two week limit, but they are expected to return the books as soon as possible. Only teachers may take reference books from the library (please do not send students for them).

2. To get books placed on the reserved shelf, turn in the information to the librarian indicating which books and the length of the check-out period.

3. If you wish to use the library for a class period for your class, be sure to clear it with the librarian at least one day in advance. A teacher must always accompany the class and supervise them the entire time they are in the library. Smaller groups may be sent to the library provided prior notification has been given to the librarian. Students are not to be sent to the library for disciplinary purposes.

Network services are now available to students and teachers in the Caney Valley Independent School District. The District is the provider of multiple networks. These services are a vital asset and include inner school, district wide, and world-wide access to vast, diverse, and unique resources. Our goal in providing these resources is to promote educational excellence in District schools by facilitating resource sharing, innovation, and communication. Teachers and students have access to:

- Electronic mail (e-mail) including communication with people all over the world
- Up-to-the-minute news and current events
- University library catalogs, the Library of Congress, educational resources (CARL and ERIC), museums
- Scientific research centers
- Other resources as determined by the classroom teacher

District has established user guidelines for all members of the district, students, teachers, staff, and administrators. However, unacceptable material or communication may be available on a global network. It is impossible to control all materials and an industrious user may discover inappropriate resources. The District believes that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may discover material that is not consistent with the educational goals of the district. Ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources. The Caney Valley Independent School District supports and respects each family's right to decide whether or not to apply for access.

Network access is coordinated through a complex association of government agencies and regional and state networks. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. The terms and conditions listed below are provided so that users are aware of the privileges and the responsibilities related to network use. Efficient, ethical, and legal utilization of the network resources is expected. If a user violates any of the provisions of network use, stated here or in the District CODE OF CONDUCT, the user may be subject to disciplinary action including, but not limited to, cancellation of network access. Signatures on the attached contract are legally binding and indicates the parties who signed have read the terms and conditions carefully and understand their significance.

Terms and Conditions

Acceptable Use - The purpose of the District network, internet access, and access to other online services is to support research and education in the District and among other academic institutions by providing access to unique resources and the opportunity for collaborative work. The use of network services must be in support of education and research and be consistent with the educational objectives of the Caney Valley School District. Use of other organizations' networks or computing resources must comply with the rules for that network. The District does not

support the use of district owned equipment for accessing commercial online services through non-District accounts. All network access using district equipment must comply with District terms and conditions. Transmission of any material in violation of any U.S. or state law is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secret. Use for commercial activities is not acceptable. Use for product advertisement or political lobbying is also prohibited. Illegal activities are strictly prohibited.

Privileges

The use of the District network is a privilege, not a right, and inappropriate use will result in the cancellation of that privilege. Each student who has access to the district network will be instructed by a District faculty member pertaining to the proper use of the network. Based upon the acceptable use guidelines outlined in this document, the system administrators will deem what is inappropriate use and their decision is final. Also, the system administrator may revoke user privileges at any time. The administration, faculty, and staff or District may request the system administrator to deny, revoke, or suspend specific user privileges.

Guidelines

Netiquette - The user is expected to abide by the generally accepted rules of network etiquette. These guidelines include, but are not necessarily limited-to, the following:

- Be polite. Do not write or send abusive messages to others.
- Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
- Do not reveal personal addresses or phone numbers of students or colleagues.
- Note that electronic mail (e-mail) is not guaranteed to be private. System administrators have access to all mail. Messages relating to or in support of illegal activities may be reported to the appropriate administrator.
- Do not use the network in such a way that would disrupt the use of the network by other users (e.g. uploading and/or downloading huge files using prime time; sending mass e-mail messages; annoying other users using the talk or write functions).

Reliability - The District offers no warranties of any kind, whether expressed or implied, for the services provided. The District will not be responsible for damages suffered, such as loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by the district's negligence or user errors or omissions. Use of any information obtained via the District network is at user's own risk. The District is not responsible for the accuracy or quality of information obtained through network services.

Security - Security of any computer system is a high priority, especially when the system involves many users.

- If a user identifies or has knowledge of a security problem on the network, the user must notify a system administrator.
- The security problem should not be shown or demonstrated to other users.
- Do not give user passwords to any other individual.
- Attempts to log into the system as any other user will result in cancellation of user privileges.
- Attempts by an individual to log into the District network as a system administrator will result in cancellation of user privileges and disciplinary action.
- Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the District network.

Vandalism - Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy equipment, data of another user, the District network, or other networks that are connected to the District services. This includes, but is not limited to, the uploading or creation of computer viruses.

Applicability of Terms and Conditions - All terms and conditions as stated in this document are applicable to the Caney Valley Independent School District. The terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. Terms and conditions shall be governed and interpreted in accordance with the laws of the State of Oklahoma and the United States of America.

Eligibility - Any Caney Valley Independent School District student or staff member may apply for network access by completing the appropriate **CONTRACT AGREEMENT AND APPLICATION FOR DISTRICT INTERNET ACCESS (Found in Forms Appendix).**

Education, Supervision and Monitoring – It shall be the responsibility of all teachers and administrators to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act (CIPA), the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the superintendent or designated representatives.

Pursuant to state law and State Department of Education regulation, the Board of Education may, at its discretion, offer web-based and/or two-way interactive video instruction as a means to expand the district's course offerings. The Board of Education shall determine courses appropriate for the particular needs of the district's students and grant credit for Internet-based instruction in approved courses. Only regularly enrolled full-time students of this district shall qualify for such course credit. Grade point averages, class standing, etc. will be completed only on web-based classes in which students are enrolled through Caney Valley Public Schools and which have been board-approved as classes which will count toward grade point averages, class standing, etc.

A schedule of any fees or charges established by the board for such courses will be available at the office of the superintendent. The District shall not be liable for payment of any such fees or charges for any Internet-based course for a student who has not complied with the District's policies and procedures.

Students taking such courses shall be subject to all State Department of Education regulations concerning the courses, including but not limited to the requirement to participate in all assessments required by the Oklahoma School Testing Program.

Internet-based instruction may be given in one of four ways:

- Synchronous instruction occurs when the instructor and student's primary interactions are in real time and requires real time interaction between student(s) and instructor as the primary format of instruction.
- Asynchronous instruction is not dependent on instructor and student(s) interaction in real time. It allows the student to engage in learning activities anywhere and at any time.
- Web-based instruction uses the Internet as the primary medium of instruction, with a computer serving as the primary tool of instruction.
- Two-way interactive video instruction provides for real-time interaction between student(s) and instructor by means of an electronic medium that provides for both audio and video signals. Student(s) and instructor may see and hear each other in an approximation of real time.

A certified teacher shall be designated by the principal as the contact person to assist students in enrolling online. The teacher shall serve as a liaison to the online teacher/provider. The number of students each teacher may supervise in compliance with state law shall include web-based students. Such teachers shall be provided in-service training in methodology and technical aspects of distance learning.

The teacher so designated as the contact person shall monitor student progress, graded assignments and testing of Internet courses. If the final grade is assigned by any teacher other than an employee of the Caney Valley School District, the grade and credit may be reviewed and

accepted or adjusted by a committee composed of the district contact teacher, the counselor and principal or designee.

Local Board policies addressing student information and privacy as well as FERPA law shall apply to students taking courses on the Internet.

District-aggregated data of such courses shall not identify any students by name. All federal and state statutes pertaining to student privacy, copyright, FCC rules and related regulations must be followed at all times.

Contract agreements between the school district and parents of students participating in alternative instructional delivery system courses shall be established prior to the beginning of Internet instruction. Parents shall be provided a copy of this policy and any related Board policy before signing the contract.

The parent shall agree to accept the terms of this policy and agree to accept the responsibility for course cost and equipment. The parents must also sign that he/she understands the grading criteria, the need for the student to maintain school attendance and the need for the student to complete the course in a specified length of time. The parent must agree to see that the student follows the rules and laws concerning Internet usage and the policies of the school district.

Off-air recordings of broadcast radio or television programs available to the general public without charge may be used once to meet instructional objectives in a classroom and repeated once for reinforcement during a ten-day period following the broadcast. If written permission is sought from the copyright owner to keep and use the program in teaching/learning activities, the recording may be retained an additional thirty-five days. If permission is not granted, the tape of the broadcast shall be erased. The school may not build library collections of off-air recordings without permission of copyright owners. Such recordings may be made only at the request of and used by individual teachers and may only be recorded once for a teacher, regardless of any rebroadcasts.

All off-air recordings must meet the following two tests of spontaneity:

- The copying is at the instance and inspiration of the individual teacher, and
- The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Programs recorded from pay-television services (e.g. HBO, Showtime, etc.) do not qualify under the "fair use" guidelines set forth above and such programs may not be used in the classroom.

A rented or purchased videotape marked "for home use only" may be used in school only in a regular instructional situation by a teacher in a face-to-face setting or to meet an instructional objective. It may not be used for entertainment, filler or any other purposes without prior permission from the copyright owner.

"Face-to-face" teaching exemptions apply if all of the following requirements are met:

- Performance must be given by an instructor or pupil.
- Performance must take place at a non-profit educational institution in a classroom or in a similar place devoted to instruction.
- Performance must be part of a regular instructional activity limited to when instructor and students are in a face-to-face situation.
- Performance must utilize a lawfully-made copy (i.e. no "bootlegged" copies allowed).

Each school will maintain a film log in the main office that will be used to monitor the utilization of films. Teachers will be required to post appropriate information on the log at least 48 hours before showing the film to students.

All films shown shall meet the following criteria:

- Prior approval by the principal.
- Reflected in the lesson plans.
- Directly related to subject matter currently being taught.
- Falls within the rating guidelines as follows:
    - R – Prohibited at all grade levels.

- PG-13 – Prohibited at all grade levels.
- PG – May be shown at middle school and high school at the discretion of administration.
- G – May be shown at any grade level.
- NR – May be shown with principal approval.
- Edited – May be shown with principal approval.

Commercial films may be shown only after other educational resources of a non-commercial nature have been considered.

Commercial films may not be required viewing material for assignments outside the classroom. They may only be offered for extra credit if they fall within the above rating guidelines.

Audio and video tapes on preview shall not be copied and must be returned or purchased after a reasonable evaluation time.

Tapes may not be borrowed from any other school district for use in the classroom.

It is illegal to make a shelf or archival copy of any audio or video material or duplicate any material on any other format without express written permission from the copyright owner.

Student Records

These policies and procedures are designed to meet the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Oklahoma Statutes pertaining to student records. The Caney Valley School District fully complies with these statutes and is committed to the implementation of these policies and procedures.

The Board of Education authorizes the Superintendent of Schools to inform parents, students, and the public of the policy and to exercise his/her administrative resources to implement the policy as well as to deal with individuals who violate it.

In case a parent of a student, an eligible student, or a citizen of the Caney Valley School District believes that the district is violating the FERPA, that person has a right to file a complaint with the U.S. Department of Education. The address is:

> The Family Educational Rights and Privacy Office
> U.S. Department of Education
> Room 4511 Switzer Building
> Washington, D.C. 20202
> Phone: (202) 732-2058

Oklahoma Statues (Oklahoma Law 70 O.S. 6-115) pertaining to student records are as follows:

> "It will be unlawful and a misdemeanor for any teacher to reveal any information concerning any child obtained by him/her in his/her capacity as teacher except as may be required in the performance of his/her contractual duties, except said information may be furnished to the parent or guardian of said child upon request."

Federal laws govern access to student records by parents, students, and other persons. Non-compliance means loss of funding.

Oklahoma School Law (51-24A.16) Public Education Institution - Student Records reads:
"Except as set forth in subsection B of this section, public education institutions and their employees may keep confidential:

- Individual student records;
- Teacher lesson plans, tests and other teaching material; and
- Personal communications concerning individual students.

If kept, statistical information not identified with a particular student and directory information shall be open for inspection and copying. "Directory information" includes a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous educational institution

attended by the student. Any educational agency or institution making public directory information shall give public notice of the categories of information which it has designated as such information with respect to each student attending in the institution or agency and shall allow a reasonable period of time after such notice has been given for a parent to inform the institution or agency that any or all of the information designated herein should not be released without the parent's or guardian's prior consent or the student's himself if he/she is eighteen (18) years of age or older."

Directory Information

Caney Valley Public Schools hereby designates the following personally identifiable information contained in a student's education records as "directory information," and it will disclose that information without prior written consent. A parent who does not wish any or all of the following information to be released must notify the district in writing within the first month of each school year which information should not be released without the parent's prior consent. Directory information includes:

- The student's name
- The student's address
- The student's telephone listing
- The student's date and place of birth
- The student's likeness (i.e., yearbook photos, etc.)
- The student's major field of study
- The student's extra-curricular participation
- The student's achievement awards or honors
- The student's weight and height if a member of an athletic team
- The school or school district the student attended before he or she enrolled in the Caney Valley Public Schools.

Upon enrollment in the Caney Valley Schools parents and eligible students in the district will be given a school handbook that contains the above list or a revised list of the items of directory information it proposes to designate as directory information.

Collection, Maintenance and Dissemination of Student Information

It is necessary for the Board of Education to maintain extensive and sometimes personal information about students and their families for educational purposes. It shall be the responsibility of the Superintendent of Schools to administer the following policies pertaining to the collection, maintenance, and dissemination of student records.

Collection of Information

Information about a student and his/her family shall be collected upon entry into the Caney Valley Schools. It shall be kept current and shall include:

- Basic information about the student and his/her or her family
- Attendance records
- Grades or progress reports
- Health information
- Records of achievement in the basic skills
- Results of intelligence, aptitude and interest tests
- Special individual test results on students with special needs.

It is the responsibility of each building principal to make reasonable effort to notify parents when standardized tests are to be administered. Parents must also be notified if, during the school year, any individual diagnostic test reveals the need of a special program for their child.

When data is to be collected or used for non-school purposes (research studies, local survey, etc.), either by school personnel or outsiders, written authorization must be obtained from the Superintendent.

Annual Notification

The Caney Valley Schools will place a notification page in all elementary and secondary handbooks concerning parents and eligible students rights under the FERPA and this policy. Parents must sign for handbooks at the elementary schools. Handbooks are given to all parents and/or students at enrollment time. The notice will include the following:

- The right of a student's parents and eligible students to inspect and review a student's education records (see Statement of Rights).
- The intent of the Caney Valley School District to limit the disclosure of information contained in a student's education records except by:
    - The prior written consent of the student's parent or the eligible student, as directory information, or, under certain limited circumstances, as permitted by the FERPA.
- The right of the student's parent or an eligible student to seek to correct parts of the student's education record in violation of student rights. This right includes the right to a hearing to present evidence that the record should be changed if the district decides not to alter it according to the parent or eligible student's request.
- The right of any person to file a complaint with the Department of Health, Education, and Welfare if the Caney Valley School District violates the FERPA.
- The procedures that a student's parent or an eligible student should follow to obtain copies of this policy and the locations where copies may be obtained.

Statement Of Rights

Parents and eligible students have the following rights under the Family Educational Rights and Privacy Act and this policy:

- The right to inspect and review the student's education record.
- The right to exercise a limited control over other people's access to the student's education record.
- The right to seek to correct the student's education record; in a hearing if necessary.
- The right to report violations of the FERPA to the Department of Health, Education and Welfare.
- The right to be informed about FERPA rights.

Absent a court decree to the contrary, both natural parents have the right to view the student's school records; to receive school progress reports; and to participate in parent and teacher conferences (not necessarily together in the same conference.

All rights and protections given parents under the FERPA and this policy become the student's when he or she reaches age 18 or enrolls in a postsecondary school. The student then becomes an "eligible student."

Record Maintenance

Each principal, or designate, shall be responsible for record maintenance and access within his/her building. All student records when not in use shall be kept under lock and key.

Two years after graduation, or two years after the student has left the Caney Valley Schools for any reasons, all of his/her records, except the Permanent Records, will be destroyed.
All confidential records will be maintained for at least five years from the time they are generated.

After five years or parent request and determination that the confidential records are no longer needed they may be destroyed. Parents must be notified 60 days before destruction of confidential records and will be offered the opportunity to obtain the documents.

All parental rights regarding educational records pass to the child upon reaching the age of majority (age 18) or when attending an institution of post-secondary education unless a specific statute or court order districts otherwise.

Procedure To Inspect 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. See the schedule of fees for copies below.

Since a student's records may be maintained in several locations, the school principals will 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 assist the parents in the on-site review by providing a mutually agreed-upon time and supervising the inspection.

Parents or eligible students should submit to the student's school principal a written request which identifies as precisely as possible the record or records he/she wishes to inspect.

The principal (or other custodian) will contact the parent of the student or the eligible student to discuss how access will be best arranged (copies, at the exact location, or records brought to a single site).

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. This procedure must be completed in 45 days or less from the receipt of the request for access.

If for any valid reason such as working hours, distance between record location sites, or health, a parent or eligible student cannot personally inspect and review a student's education record, the Caney Valley School District will arrange for the parent or eligible student to obtain copies of the record. See below for information regarding fees for copies of records.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student many not inspect and review the records of the other student.

Student Records Suspension

Any student suspended or dropped from a class or classes due to discipline, attendance, or etc., will receive a W (withdrawn) and their current grade. The W and current grade will be recorded on the student's transcript with no credit received. This grade will be used only to indicate the student's level of performance at the time he/she is dropped or suspended and will not be averaged in on his/her overall grade point average.

Fees For Copies Of Records

The Caney Valley School District will not deny parents or eligible students any rights to copies of records because of the following published fees. Where the fee represents an unusual hardship, it may be waived in part or entirely by the Superintendent. 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 school district may deny copies of records (except for those required by the FERPA) in the following situations:

- The student has an unpaid financial obligation to the school.
- There is an unresolved disciplinary action against the student which warrants the denial of copies.

FERPA requires the school district to provide copies of records:

- When the refusal to provide copies effectively denies access to the records by a parent or eligible students.
- At the request of the parent or eligible students when the school district has provided the records to third parties by the prior consent of the parent or eligible student.
- At the request of the parent or eligible student when the school district has forwarded the records to another school where the student seeks or intends to enroll.

The fee for copies provided under FERPA may not include the costs for search and retrieval. This fee will be ten (10) cents per page. (actual copying cost less hardship factor).

The fee for all other copies such as copies of records forwarded to third parties with prior consent or those provided to parents as convenience will be 25 cents per page (actual search, retrieval, and copying costs) plus postage if that is involved.

Use Of Student Education Records

To carry out their responsibilities, school officials will have access to student education records for legitimate educational purposes. The Caney Valley School District will use the following criteria to determine who are school officials. An "official" is:

- A person certified by the state and appointed by the school board to an administrative or supervisory position.
- A person certified by the state and under contract to the school board as an instructor.
- A person employed by or under contract to the school board to perform a special task such as a secretary, a period of his/her performance as an employee or contractor.
- A person duly elected to the school board, when review of the student records is pertinent to a pending board decision.

School officials who meet the criteria listed above will have access to a student's records if they have a legitimate educational interest in doing so. A "legitimate educational interest" is the person's need to know in order to:

- Perform an administrative task required in the school employee's position description approved by the school board.
- Perform a supervisory or instructional task directly related to the student's education.
- Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

The Caney Valley School 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 that the school superintendent or a person designated in writing by the superintendent may permit disclosure:

- When a student seeks or intends to enroll in another school district or a post-secondary school. The district will not further notify parents or eligible students prior to such a transfer of records. Parents and students have a right to obtain copies of records transferred under this provision.
- When certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the district.
- To the parties who provide or may provide financial aid to a student to:
    - Establish the student's eligibility for the aid.
    - Determine the amount of financial aid.
    - Establish the conditions for the receipt of the financial aid.
    - Enforce the agreement between the provider and the receiver of financial aid.
- If a state law adopted before November 19, 1974 required certain specific items of information to be disclosed in personally identifiable form from student records to state or local officials.
- When the Caney Valley School District has entered into a written agreement or contract for an organization to conduct studies on the school district's behalf to develop tests, administer student aid, or improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of eligible students if the parents claim the student as a dependent as defined by the Internal Revenue Code.
- To comply with judicial order or lawfully issued subpoena. The district will make reasonable effort to notify the student's parents or the eligible student before making a disclosure under this provision.
- If the disclosure is an item of directory information and the student's parent or the eligible student has not refused to allow the district to designate that item as directory information for that student.
- The Caney Valley School District will permit any of its officials to make the needed disclosure from student education records in a health of safety emergency if:

- The District deems it is warranted by the seriousness of the threat to the health or safety of the student or other persons.
- The information is necessary and needed to meet the emergency.
- The persons to whom the information is to be disclosed are qualified and in a position to deal with the emergency.
- Time is an important and limiting factor in dealing with the emergency.
- Caney Valley School District officials may release information from a student's education record if the student's parents or the eligible student gives his/her prior written consent for the disclosure. The written consent must include at least:
    - A specification of the records to be released.
    - The reason for the disclosure.
    - The person or the organization or the class of persons or organizations to whom the disclosure is to be made.
    - The parent or student's signature.
    - The date of the consent and, if appropriate, a date when the consent is to be terminated.

The student's parent or the student may obtain a copy of any records disclosed under this provision.

The Caney Valley School District will not release information contained in a student's education records, except directory information, to any third parties except its own officials, unless those parties agree that the information will not be disclosed without the parent or eligible student's prior written consent.

Records of Requests for Access and Disclosures Made from Education Records

The Caney Valley School District will maintain an accurate record of all requests for it to disclose information from or to permit access to a student's education records and of information it discloses and access it permits with some exceptions listed below. This record will be kept with, but will not be a part of, each student's cumulative school records. It will be available only to the record custodian, the eligible student, the parent of the student, or to federal, state, or local officials for the purpose of auditing or enforcing federally educational programs. The record will include at least:

- The name of the person or agency that made the request.
- The interest the person or agency had in the information.
- The date the person or agency made the request.
- Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.

The district will maintain this record as long as it maintains the student's education record.

This record will not include requests for access or access granted to parents of the student or to an eligible student, request for access granted to officials of the Caney Valley School District who have legitimate educational interest in the student, request for or disclosures of information contained in the student's education record if the request is accompanied by the prior written consent of a parent of the student or the eligible student or the disclosure is authorized by such prior consent, or for requests for, or disclosure of directory information designated for that student.

Access To Confidential Records

All confidential special education records for handicapped students will be kept in a separate folder and not in the child's regular school cumulative folder. These records will be kept in a secure, locked area. To facilitate the updating process, individual files should have information arranged in chronological order, with the current or most recent individualized education program and other documents at the front of the folder.

One person in each local agency shall assume responsibility for ensuring the confidentiality of any personally identifiable information. Persons collecting or using personally identifiable information shall be trained by the local agency annually in confidentiality policies and procedures. Each agency shall maintain, for public inspection, a current listing of the names and positions of those employees who may have access to confidential information. The following persons have access to the records when they have a legitimate educational interest:

- Special Education Teacher.
- Regular Teacher.
- Administrators and Designated Administrative Personnel.
- Counselors, including Vocational Rehabilitation.
- State Department of Education Personnel.
- Vocational - Technical Education Personnel.
- Parents/Guardians/Surrogate Parents.
- Student (if appropriate and 18 years old).
- Paraprofessionals/Teacher Assistants.
- Registered Physical Therapists.
- Physical Therapist Assistants.
- Occupational Therapists.
- Certified Occupational Therapist Assistants.
- School Psychologists and Psychometrists.
- Speech and Language Pathologists/Therapists.
- School Nurses.
- Social Workers.
- Other related service providers as appropriate.
- Student Teachers.

Unauthorized persons must have parental permission to access confidential records. A form must be kept in each handicapped student's folder to record who accessed the records, on what date, and the purpose.

"Disclosure" of education records or personally identifiable information contained in those records means to permit access to or the release, transfer, or other communication to any party by any means, including oral, written, or electronic means. An educational agency or institution may disclose personally identifiable information from a student's education record to other school officials of another school system of postsecondary education institution where the student seeks or intends to enroll; to state and local educational authorities; to accrediting and monitoring personnel; and to the Comptroller General of the United States or the Secretary of the U.S. Department of Education. The Authority to Transfer Education Records form (SDE Form 12) may be used for this purpose.

Any other disclosure will require written parent/eligible student consent in accordance with FERPA. SDE Form 13, Consent to Release Information (Third Parties) may be utilized to meet this requirement. The disclosure or transfer of confidential records used to provide special education shall be made according to LEA policy. The LEA policy should include the method of transfer of records to another LEA and circumstances which require written parental permission before disclosure or transfer.

The SDE may maintain, give access and/or release personally identifiable data to other agencies in order to facilitate monitoring placement; provisions of services for children in need of special assistance or prolonged assistance; and to enforce legal requirements. Should the participating agency need to disclose personally identifiable data other than for the purpose for which the data has been collected, the agency shall first obtain informed parent consent.

Procedures to Seek to Correct Education Records

Parents of students 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. (NOTE: Under FERPA, the district may decline to consider a request to change the grade a teacher assigns for a course.)

For the purpose of outlining the procedure to seek to correct education records, the term "incorrect" will be used to describe a record that is inaccurate, misleading, or in violation of student rights. The term "correct" will be used to describe a record that is 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 school 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 change at several levels in the procedure.

First Level Decision

When a parent of a student or an eligible student finds an item in the student's education record which he or she believes is inaccurate, misleading or in violation of student rights, 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 suit the requester's satisfaction or the record does not appear to be obviously incorrect he/she 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 request will be dated and signed by the requester.

Within two weeks after the record custodian receives a written request, he or she will: study the request, discuss it with other school officials (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 should be corrected, he/she will effect the change and notify the requester in writing that he/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/she will make a written summary of any discussions with other officials and of his/her findings in the matter. He/she will transmit this summary and a copy of the written request to the school superintendent.

Third Level Decision

The school superintendent 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 school board (in executive session). He/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 will notify the requester in writing of the reasons for the delay and a date when the decision will be made.

If the superintendent decides the record is incorrect and should be changed, he/she will advise the record custodian to make the changes. The record custodian will advise the requester of the change as he/she would if the change had been made at the second level. If the superintendent decides the record is correct he/she will prepare a letter to the requester which will include:

- The school district's decision that the record is correct and the basis for the decision.
- A notice to the requester that he/she 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.
- Instructions for the requester to contact the superintendent, or an official he/she designates, 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.)
- Advice 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 (in writing) his/her wishes concerning the hearing officer and the time and place for the hearing, the superintendent will, within a week, notify the requester when and where the district will hold the hearing and whom 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 school superintendent a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit his/her or her recommendation, based solely on the evidence presented at the hearing, that the record should be changed or remain unchanged.

The school superintendent 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 may overrule the hearing officer if he/she believe the hearing officer's recommendation is not consistent with the evidence present. As a result of the district's decision, the superintendent will take one of the following actions:

- If the decision is that the district will change the record, the superintendent 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.
- If the decision is that the district will not change the record, the superintendent will prepare a written notice to the requester which will include:
    - The school district's decision that the record is correct and will not be changed.
    - A copy of summary of the evidence presented at the hearing and a written statement of the reasons for the district's decision.
    - Advice to the requester that he or she may place in the student's education record an explanatory statement which states the reasons he or she disagrees with the school district's decision and/or the reasons he or she believes the record is incorrect.

Final Administrative Step in the Procedure

When the Caney Valley School 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 and whenever the questioned part of the record is disclosed, the explanatory statement will also be disclosed.

Copies of this policy will be available for parent and eligible student review in the principal's office of each school building and at the superintendent's office.

Notification of Rights Under the Protection of Pupil Rights Amendment

The Protection of Pupil Rights Amendment affords parents and students who are 18 or emancipated minors ("eligible students") certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

I. Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED) -

1. Political affiliations;

2. Mental and psychological problems of the student or student's family;

3. Sex behavior or attitudes;

4. Illegal, anti-social, self-incriminating or demeaning behavior;

5. Critical appraisals of others with whom respondents have close family relationships;

6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;

7. Religious practices, affiliations, or beliefs of the student or parents; or

8. Income, other than as required by law to determine eligibility.

II. Receive notice and an opportunity to opt a student out of –

1. Any other protected information survey, regardless of funding;

2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and

3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

III. Inspect, upon request and before administration or use –

1. Protected information surveys of students;

2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and

3. Instructional material used as part of the educational curriculum.

The School District will develop and adopt policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. The School District will directly notify parents and eligible students of these policies at least annually at the start of each school year and after any substantive changes. The School District will also directly notify parents and eligible students, such as through U.S. Mail or email, at least annually at the start of each school year of the specific or approximate dates of the following activities and provide an opportunity to opt a student out of participating in:

1. Collection, disclosure, or use of personal information for marketing, sales or other distribution.

2. Administration of any protected information survey not funded in whole or in part by ED.

3. Any non-emergency, invasive physical examination or screening as described above.

Parent/eligible students who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-4605

Parents Right-to-Know Requirements Under No Child Left Behind

At the beginning of each school year, a student's parents/guardians may request information regarding the professional qualifications of their student's teacher/s. Specifically the parent has the right to know the following:

- Whether a teacher has met state qualifications for license and certification; and
- Whether the teacher is teaching under an emergency or provisional certificate; and
- The baccalaureate and graduate degree majors of the teacher/s.

Additionally, parents may request information concerning whether the student will be provided assistance from paraprofessionals and, if so, the qualifications of the paraprofessional.

Timely notification also is required if a student receives instruction from an unqualified teacher for four or more consecutive weeks.

The Board of Education has adopted the following policy to promote the involvement of parents and guardians of children enrolled in the district, and to share with parents and guardians their rights under the Parents' Bill of Rights at 25 O.S. Section 2002. The Board will collaboratively work with parents/guardians, teachers and administrators in development of procedures designed to carry out the objectives stated below.

1. Encouragement of parent participation in the schools which is designed to improve parent and teacher cooperation in such areas as homework, attendance and discipline.
2. Providing ways parents may learn about the course of study for their children and how they may review learning materials, including the source of any supplemental educational materials.
3. Allowing parents who object to any learning material or activity which the parents deem harmful to their child to withdraw the child from the activity or learning material. This objection may be based on the fact that it questions beliefs or practices in sex, morality or religion.
4. Allowing parents to opt their child out of any sex education curriculum or presentations.
5. Providing advance notice to parents prior to any sex education curriculum being taught or any such presentations being made.
6. Providing ways parents may learn about the nature and purpose of any curricular or extracurricular clubs and activities that have been approved by the school.
7. Provide ways parents may learn about parental rights and responsibilities under the laws of this state, including the following:
    a. The right to opt out of a sex education curriculum if one is provided by the school district;
    b. Open enrollment rights;
    c. The right to opt out of assignments pursuant to this policy;
    d. The right to be exempt from state immunization laws;
    e. The state's statutory promotion requirements;
    f. The state's statutory minimum course of study and competency requirements for graduation from high school;
    g. The statutory right to opt out of instruction on Acquired Immune Deficiency Syndrome (AIDS);
    h. The right to review test results;
    i. The right to participate in gifted programs;
    j. The right to inspect instructional materials used in connection with any research or experimentation program or project;
    k. The right to receive a school report card;
    l. The statutory attendance requirements;
    m. The right to public review of courses of study and textbooks;
    n. The right to be excused from school attendance for religious purposes;
    o. Policies related to parental involvement;

p. The right to participate in parent-teacher organizations that are sanctioned by the Board of Education; and
q. The right to opt out of any data collection instrument at the district level that would capture data for the state, except for data necessary and essential for establishment of the student's public school record.

Rationale and Guidelines for Implementation

The Board of Education endorses the parent involvement goals of Title I and encourages the regular participation by parents of Title I-eligible students in all aspects of the program. Education of children is viewed as a cooperative effort among parents, school and community. To that end, the School District agrees to implement the following statutory requirements:

1. The District agrees to be governed by the following statutory definition of parental involvement, and will carry out programs, activities and procedures in accordance with this definition:

   Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring that:
   - *Parents play an integral role in assisting their child's learning;*
   - *Parents are encouraged to be actively involved in their child's education at school;*
   - *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; and*
   - *That other activities, such as those described in section 1118 of the ESEA, are carried out.*
2. The District will jointly develop with parents and distribute to parents of participating children a Parental Involvement Policy.
3. The District will notify parents about the Parental Involvement Policy in an understandable and uniform format and, to the extent practicable, will distribute this policy to parents in a language the parents can understand.
4. The District will make the Parental Involvement Policy available to the local community.
5. The District will periodically update the Parental Involvement Policy to meet the changing needs of parents and the school.
6. The District will adopt a "School-Parent Compact" incorporated into its Parental Involvement Policy, as a component thereof. This Compact shall:
   a. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the state's academic achievement standards;
   b. Indicate the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, monitoring television-watching and computer usage, volunteering in the classroom, and participating, as appropriate, in decisions relating to their child's education and positive use of extracurricular time; and
   c. Address the importance of parent-teacher communication on an ongoing basis, with, at a minimum, parent-teacher conferences, frequent reports to parents and reasonable access to staff.

Involvement of Parents in Development

The District will take the following specific actions to involve parents in the joint development and joint agreement of its Parental Involvement Policy and its school wide plan, if applicable, in an organized, ongoing, and timely way under section 1118(b) of the ESEA:

1. The development of an infrastructure to continually assess, plan and implement strategies that build the partnership, including but not limited to the following:
    a. A district-wide committee of parents, teachers, and administrators to guide overall program efforts and serve as a home-school partnership network.
    b. Coordination of activities through the staff development system in areas of teacher in-service, assessment of teaching strengths, and communication with parents toward creation of the best possible learning experience for each child.
2. Self-study of parental involvement practices by teams of parents, teachers and the administrator in each school using the following seven basic principles considered essential to home-school partnerships:
    a. Every aspect of the school climate is open, helpful and friendly.
    b. Communications with parents (whether about school policies and programs or about their own children) are frequent, clear and two-way.
    c. Parents are treated as collaborators in the educational process, with a strong complementary role to play in their children's school learning and behavior.
    d. Parents are encouraged, both formally and informally, to comment on school policies and to share in the decision-making.
    e. The principal and other school administrators actively express and promote the philosophy of partnership with all families.
    f. The school encourages volunteer participation from parents and the community at large.
    g. The school recognizes its responsibility to forge a partnership with all families in the school, not simply those most easily available.
3. Resources will be provided to principals, teachers and parents. The District will take the following actions to distribute to parents of participating children and the local community the Parental Involvement Policy:
    a. The School Parental Involvement Policy will be distributed to parents upon request at Title I parent meetings.
    b. Parents of new participating students will receive the policy upon registration if eligible for Title I.
4. The District will periodically update its Parental Involvement Policy to meet the changing needs of parents and the school utilizing information gathered through various methods, to include the following:
    a. Regular Title I meetings;
    b. PTA meetings; and
    c. Board meetings

5. The District will annually inform parents of the following:
    a. That The District participates in Title I;
    b. The requirements of Title I;
    c. Of their rights to be involved; and
    d. That meetings will be held at various and convenient times to encourage parents to attend, and that parents will be notified about such meetings through school memos, newsletters, and other appropriate methods.
6. The District will hold a flexible number of meetings at varying times, and may provide transportation, child care, and/or home visits, paid for with Title I funding as long as these services relate to parental involvement.
7. The District will provide parents of participating children with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet through:
    a. Title I parent meetings; and
    b. Regular parent/teacher conferences.
8. If the school wide plan is not satisfactory to parents of participating children, Parents may submit comments in writing regarding the school wide plan to their child's teacher, the Title I Coordinator, the principal, or the superintendent of schools.

<u>Responsibilities for High Academic Achievement</u>

1. The District will build the schools' and parent's capacity for strong parental involvement in order to ensure effective involvement of parents and to support a partnership between the school, parents, and the community to improve student academic achievement through the following activities such as the ones described below:
    a. Parent training;
    b. Family nights; and
    c. Parental access to relevant library materials and other resources such as web sites, parent organizations, etc.
2. The District will provide assistance upon request to parents of children served by the school in understanding topics such as the following:
    a. The State's academic content standards;
    b. The State's student academic achievement standards;
    c. The State and local academic assessments including alternate assessments;
    d. The requirements of Title I;
    e. How to monitor their child's progress; and
    f. How to work with educators.

3. Parents will receive training and necessary information on the topics above through means such as the following:
    a. PTA workshops;
    b. A list of web sites or other relevant resources; and
    c. School-sponsored trainings and workshops.
4. As appropriate, the school will, with the assistance of the district, provide materials and training such as literacy training and using technology to help parents work with their children to improve their children's academic achievement and to foster parental involvement, by holding regular Title I meetings, family nights, and encouraging parental participation.
5. The District will, with the assistance of parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by encouraging staff to attend parental involvement workshops and conferences, web-based learning, and site staff development.

The school will, to the extent feasible and appropriate, take action to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

SECTION 1100
GENERAL INFORMATION
FOR PUBLIC, PATRONS AND PARENTS

The Caney Valley School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. This policy of nondiscrimination applies to all matters concerning staff, students, the public, employment, educational programs and services, events, and individuals, companies and firms with whom the board does business.

The District does not discriminate in its hiring or employment practices. The District provides equal access to the Boy Scouts and other designated youth groups.

Questions, complaints or requests for additional information regarding the Civil Rights Act, the Americans With Disabilities Act, Section 504, the Age Discrimination Act, the Boy Scouts Act and/or Title IX may be submitted to the following person, who has been designated to handle inquiries regarding the District's non-discrimination policies and procedures and compliance therewith:

Rick Peters
Superintendent of Schools
P.O. Box 410
Ramona, OK 74061
918.536.2500

The superintendent has been designated by the board to coordinate the school district's efforts to comply with this assurance.

Notification of this policy shall be made to students, parents, employees and the general public prior to the beginning of each school year.

It is the policy of the Board of Education to take reasonable steps to accommodate our patrons and students with disabilities.

Each facility or part of a facility constructed by, on behalf of, of for the use of the facility is readily accessible to and usable by persons with disabilities. Alterations of facilities that affect their usability will, to the maximum extent feasible, be altered in such a manner that the altered portion is readily accessible to and usable by persons with disabilities.

The school district will make reasonable accommodations to the known physical or mental limitations of a qualified person, unless it can be shown that the accommodation would impose an undue hardship on the operation of this school district. This school district does not require pre-employment medical examinations except for bus drivers.

For the purposes of this policy, the term "reasonable accommodation' shall mean making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment, modification of examinations and training, the provision of qualified readers, and other similar and reasonable accommodation.

In determining whether an accommodation would impose an undue hardship, the district will consider:

a. the nature and cost of the accommodation needed;
b. the overall financial resources available to the district;
c. the number and nature of employees at the facility in question.

REFERENCE: PUBLIC LAW 101-336, THE AMERICANS WITH DISABILITIES ACT (ADA)

The following Grievance Procedures govern filing, processing and resolving alleged discrimination complaints made by students and employees.

Definitions

- Discrimination Complaint: A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, sex, or qualified handicap.
- Student Grievant: A student of the Caney Valley School District who submits a complaint alleging discrimination based on race, color, national origin, sex, or qualified handicap.
- Employee Grievant: An employee of the Caney Valley School District who submits a complaint alleging discrimination based on race, color, national origin, religion, sex, age, qualified handicap, or veteran.
- Title IX and 504/IDEA Coordinator: The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Individuals With Disabilities Education Act and other State and Federal laws addressing equal educational opportunity. The Title IX/504/IDEA Coordinator is responsible for processing complaints and serves as moderator and recorder during hearings.
- Respondent: The person alleged to be responsible for the violation alleged in 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 by the complaint.
- Day: Day means a working day. The calculation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.

Pre-Filing Procedures

Prior to filing of a written complaint, the student or employee is encouraged to visit with the Title IX/504/IDEA Coordinator, and reasonable effort should be made to resolve the problem or complaint informally. In the event the problem or complaint cannot be resolved informally, the grievant shall comply with the procedures outlined below.

Filing and Processing Discrimination Complaints

- Grievant Submits Written Complaint: Grievant submits written complaint to Title IX/504/IDEA Coordinator stating name, nature and date of alleged violation; names of persons allegedly responsible (where known); and requested action. Complaint must be submitted within 30 days of alleged violation. Complaint forms are available in each school counselor's office.

- Title IX/504/IDEA Coordinator Notifies Respondent: Coordinator notifies respondent within 10 days of receipt of written complaint and asks respondent to:
  - Confirm or deny facts.
  - Indicate acceptance or rejection of student or employee's requested action, or
  - Outline alternatives.
- Respondent Submits Answer: Respondent submits answer within 10 days of receipt of written complaint to Title IX/504/IDEA Coordinator.
- Title IX/504/IDEA Coordinator Schedules Principal or Designee Hearing: Within 10 days after receiving respondent's answer, Title IX/504/IDEA Coordinator refers the written complaint and respondent's answer to the principal or principal's designee. The Title IX/504/IDEA Coordinator also schedules a hearing with the grievant, the respondent, and the principal or principal's designee.
- Principal, Grievant, Respondent, and Title IX/504/IDEA Coordinator Attend Hearing: Hearing is conducted.
- Principal Submits Decision: Principal issues within 10 days after the hearing a written decision to the student or employee, respondent, and Title IX/504/IDEA Coordinator.
- Grievant or Respondent May Request Superintendent Hearing: If the grievant or respondent is not satisfied with the decision, he/she must notify the Title IX/504/IDEA Coordinator within 10 days and request a hearing with the Superintendent.
- Title IX/504/IDEA Coordinator Schedules Requested Superintendent Hearing: Coordinator schedules within 10 days of request a hearing with the grievant, respondent, and Superintendent.
- Superintendent, Grievant, Respondent, and Title IX/504 Coordinator Attend Hearing: Hearing is conducted.
- Superintendent Issues Decision: Superintendent issues a decision within 10 days following the hearing.
- Grievant or Respondent May Request Governing Board Hearing: If the grievant or respondent is not satisfied with the decision, he/she must notify the Title IX/504/IDEA Coordinator within 10 days and request a hearing with the governing board.
- Title IX/504/IDEA Coordinator Schedules Governing Board Hearing: Coordinator notifies governing board within 10 days after receiving request. Title IX/504/IDEA Coordinator schedules hearing with the governing board. Hearing is to be conducted within 30 days from the date of publication to the governing board.
- Governing Board or Hearing Panel Established by the Board, Grievant and Title IX/504/IDEA Coordinator: Hearing is conducted.
- Governing Board Issues Decision: Board issues a final written decision within 10 days after the hearing regarding the validity of the grievance and any action to be taken.

General Provisions

Extension of Time: Any time limits set by the above procedures may be extended by mutual consent of the parties involved. However, the total number of days from date that a complaint is filed until a complaint is resolved shall be no more than 180 days.

Access to Regulations: The Caney Valley School District shall provide copies of all regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, qualified handicap, or veteran upon request.

Confidentiality of Records: Complaint records will remain confidential unless permission is given by the parties involved to release such information. No complaint record shall be entered in the personnel file of an employee grievant. Complaint records shall be maintained on file for three years after complaint resolution.

Rules/Procedures for Use of Elementary, Middle, or High School Facilities:

1. Obtain necessary forms from the administration office. FACILITIES USE CONTRACT MAY BE FOUND AT 1400.2 IN THE DISTRICT POLICY MANUAL.
2. Return the forms to the Administration Office. *Applications must be submitted at least one week in advance of date requested.*
3. If a rental charge is required, it shall be paid in the Administration Office. All checks shall be made payable to Caney Valley Public Schools.
4. School premises shall not be available on occasions or during hours that have been scheduled in advance by the various school principals for school exercises or functions in connection with regular schoolwork.
5. Persons or organizations using school premises that include equipment use shall not be permitted to remove or displace furniture or apparatus. Pianos shall not be moved on or off the stage, except under the direction of the district personnel in charge.
6. Access to rooms or facilities, including playing fields, other than those approved for use, shall not be permitted.
7. No intoxicants or narcotics shall be possessed or used in or about school buildings and premises, including playing fields; nor shall profane language, quarreling, fighting or gambling be permitted..
8. Smoking or use of smokeless tobacco in school buildings is prohibited. Violations of this rule by any organization or person during occupancy shall be sufficient cause for denying further use of school premises to the person(s) or organization.
9. No use shall be permitted for any individuals or groups not granted permission to use the premises during the allotted time. Juvenile organizations must have adult sponsorship and supervision.
10. The person or group receiving the permit shall be responsible in case of loss or damage.
11. No preparation shall be used on the floors at any time by groups using the building for dancing.
12. A school employee must be on the school grounds at all times when facilities are being used by outside groups. When custodians are normally not on duty, any group using school facilities must pay for the custodian's time in addition to any rental fee as prescribed. The custodian is paid at his time and one-half rate.
13. All functions must close by 12:00 midnight unless special arrangements have been made with the school principal.
14. It is the responsibility of the organization to provide proof of liability insurance before using any facility.
15. The school district reserves the right to reschedule any or all facilities for another purpose or group should a priority need arise.

16. DURING SCHOOL HOURS: School buildings, property or equipment may be used only by student groups for student group meetings or activities which are related to the curriculum during normal school hours. Such use shall be arranged according to the official school schedule. The use normal hours shall be free of charge. However, consent of the Superintendent must be obtained. The building custodian and a member of the faculty must be present at the school.
17. These regulations shall be made available to applicants, and the observance of these regulations is a condition of the use of the facilities.
18. Schedule, Fees, Rates and Charges:
    a. Old gym (old gym only) - $10.00 per hour for practice with a minimum rental of three hours. Custodial service will be available at $10.00 per hour or a refundable deposit available at $10.00 per hour in lieu of custodial services.
    b. Cafeterias - $10.00 per hour with a minimum rental of three hours. If the kitchen is used, at least one school employee must be responsible for supervision. Custodial service will be available at $10.00 per hour or a refundable $30 deposit.
    c. Classrooms - $10.00 per hour with a minimum rental of three hours.
19. Other buildings, property or equipment may be available for use as described above at the discretion of the Board of Education.

Additional Terms and Conditions:

1. Agreement. The facilities use contract instrument is a legally binding Contract between the Caney Valley School District ("School District") and the Organization and the Responsible Person named on the contract.
2. Obligation of Responsible Person. By signing the facilities use contract, the individual designated as Responsible Person assumes personal responsibility for all of the obligations of the organization under this Contract.
3. Basic Services. The Caney Valley School District agrees to provide heat, air conditioning, water, lighting and routine janitorial services.
4. Insurance. Organization/Responsible Person agrees to release, hold harmless and indemnify the School District, its agents and employees from any and all liability (including defense costs) regardless of the source and regardless of the type of claim which may occur, arising out of, directly or indirectly, the Organization's/Responsible Person's occupancy and use of the facilities. In addition to the foregoing release and indemnity, and not in lieu thereof, the Organization/Responsible Person agrees to furnish the School District with a certificate or certificates of insurance coverage with a minimum limit of $300,000.00 combined single limit bodily injury and property damage insurance with no deductible or retention as will insure the School District against any and all liability and actions that can arise by virtue of the School District, its agents and representatives, as additional parties insured. Notice will be provided to the School District prior to cancellation or reduction of the insurance coverage for any reason, including non-payment of premiums. USE OF THE FACILITIES

WILL NOT BE PERMITTED unless a proper certificate of insurance is on file at least 5 days in advance of each facility use.

5. Indemnity. In addition to the insurance to be provided by Organization/Responsible Person, and not in lieu thereof, Organization/Responsible Person agrees to indemnify the School District and its agents and employees from and against all claims, liability and actions (including defense costs) arising out of the use and occupation by Organization/Responsible Person and their agents, employees, members and guests of the School District facilities. Without limiting the generality of the foregoing, Organization/ Responsible person agrees to be responsible for any damage to or loss of School District's property beyond ordinary use resulting from the use of the facilities by Organization/ Responsible Person and their agents, employees, members and guests.
6. Casualty. The facilities use contract will terminate if the Facilities are damaged or destroyed by casualty prior to the use date, in which event, the deposit (if any) will be refunded and the Organization/Responsible person will have no claim against School District for any damages, consequential or otherwise, resulting from their inability to use the Facilities.
7. General. The facilities use contract instrument contains the entire agreement between the parties concerning the subject matter hereof. This instrument may not be modified verbally but only by a written and mutually signed instrument. This instrument shall not be binding until it is signed on behalf of School District. If any lease action is instituted to enforce this contract or to recover damages for the breach of this contract, the prevailing party shall be entitled to recover a reasonable attorney's fee to be fixed by the court.
8. Use of Alcoholic and Non-Intoxicating Beverages, Tobacco and Illegal Chemical Substances. Organization/Responsible person understands that the School District's rules and regulations prohibit the possession or use of alcoholic beverages, non-intoxicating beverages (as defined by state law), tobacco and tobacco products (including snuff and chewing tobacco) and controlled dangerous substances (as defined by state law) in School facilities or on School property. Organization/Responsible Person will eject or deny admission to any person who violates School District's rules and regulations.

Supervision of Facilities:

Those organizations charged with the responsibility of paying for the facility shall see that hours agreed upon are observed and that school property is protected. A school official will open and lock facility.

Deposits:

In addition to the payment for use of facility and personnel:

One Hundred Dollars ($100.00) deposit will be required. This deposit will be refunded if the building is not damaged. If the building is damaged, the amount of repair will be deducted from the deposit, and the outside group will be billed accordingly.

Fee Waivers:

The Board of Education may, under certain conditions, waive or reduce payment for use of facilities. This directive will be given by the Superintendent of Schools. Under conditions of waiver, a $25.00 key deposit will be required.

Usage Time Limits:

The Superintendent of Schools shall approve times for all meetings on school property.

Cancellations:

1. Requests for a 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 organization to pay for all custodial and such other expenses as are incurred in opening the building for this use.
2. 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 if conduct or infraction of regulations warrant.

Holidays:

As a 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 may, in his 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 and provided such use is not a conflict with use of the facilities by school organizations or students.

Interpretation of this Policy and Procedures Contained Herein:

The Superintendent shall interpret and enforce all provisions of this policy and procedures. The Superintendent's interpretation shall be final.

The Caney Valley Board of Education believes that student achievement programs and parent-teacher associations and organizations can advance the educational goals of the board and confer a benefit to the students of the district. The following guidelines have been established governing the sanctioning of such organizations and programs which 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 Statutes at 70 O.S. § 5-129.

- 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 district requirements.

- In determining whether a student achievement program or a parent-teacher association or organization should be sanctioned by the district, the board may consider:
    - If the program, association or organization promotes activities that are an extension, expansion or application of district curriculum;
    - If the program, association or organization assists student government or activities in carrying out special projects or responsibilities;
    - If the program, association or organization assists student clubs, organizations and other student groups in raising funds to promote activities approved by the board.
    - Supplemental information provided by the student achievement program or by a parent-teacher association or organization in support of its application.

- Organizations/Associations/Programs seeking sanctioning by the board are required to submit a written statement which includes the following:
    - A statement of purpose, goals, organizational structure and membership requirements;
    - A detailed statement of the potential benefits to the district and its students from sanctioning of the entity;
    - A statement of nondiscrimination consistent with state and federal laws;
    - Financial and performance audits, if any, which have been performed on such program/association/organization by an independent accounting firm.

- The written statement shall be submitted to the superintendent for preliminary review. Upon review, the superintendent shall make a recommendation to the board, who will review the request and be the final determinant of whether or not to sanction. This decision is non-appealable.

- The board may, in order to maintain the status of a sanctioned program, require performance audits to be conducted by an independent auditor. Any such audits must be submitted to the superintendent within 90 days of the request. The board will review the audits and determine whether or not to continue its sanction of the program.
- The board or superintendent may, at their discretion, request copies of records from the sanctioned entity.
- 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 district.
- The board reserves the right to withdraw sanctioning at any time it deems the district's best interests would be best served by so doing. Such a withdrawal is final and non-appealable.

The superintendent or principal of any secondary, middle, or elementary school shall have the authority to order any person out of the school buildings and off the school property when it appears that the presence of such person is a threat to the peaceful conduct of school business and school classes.

Any person who refuses to leave the school buildings or grounds after being ordered to do so by the superintendent or principal, shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than Five Hundred Dollars ($500.00) or by imprisonment in the county jail for not more than ninety (90) days, or by both such fine and imprisonment.

Pursuant to 21 O.S. 1991, Section 1376, the Board shall establish a grievance or appeals procedure and an opportunity for hearing for persons who have been required to leave the institution pursuant to this section. Any person removed from the institution pursuant to this section shall be given written notice of the procedure for requesting a hearing and filing a grievance or appeal. (70 O.S. § 24-131)

The procedure for appeals shall be as follows:

- Any person removed from the school grounds or a school building shall be given written notice of his/her right to appeal.
- The person so banned may, within 14 days of the removal, make a written request to the superintendent or designee for lifting of the ban.
- The superintendent or designee may choose to lift the ban and, if so, will do so in writing and will send such notification to the banned individual. A copy will be filed with administration and security personnel of the district.
- If the superintendent or designee denies lifting of the ban, the affected individual may then appeal to the Board of Education. If the Board approves lifting of the ban, it shall direct the superintendent to report the action in writing to all district administrators and security personnel.
- If the appeal is denied by the Board, a letter so stating will be sent to the banned individual, all administrators and security personnel. Such ban will exist up to six months, with time to be designated in the letter. The time of the ban may be extended subject to additional violation of state statute by the individual or by circumstances which the Board feels warrant an extension of the ban.
- Any person who fails to leave the school as directed or returns within the time of the ban or within six months, whichever is less, without permission of the superintendent or designee shall be guilty of a misdemeanor as per 21 O.S. § 1376.

General

As used herein, "school employee" shall mean any duly appointed person employed by or employees of a firm contracting with a school system for any purpose, including such personnel not directly related to the teaching process and school board members during school board meetings.

For purposes of this section, "assault" shall be defined by Section 641 of Title 21 of the Oklahoma Statutes, "battery" shall be defined by Section 642 of Title 21 of the Oklahoma Statutes, and "aggravated assault and battery" shall be defined by Section 646 of Title 21 of the Oklahoma Statutes.

Any person who, without justifiable or excusable cause and with intent to do bodily harm, commits any assault, battery, or assault and battery upon the person of a school employee of a school district while such employee is in the performance any duties as a school employee or upon any student while such student is participating in any school activity or attending classes on school property during school hours shall, upon conviction, be guilty of a misdemeanor. The convicted person shall be punished by a term of imprisonment in the county jail for a period not exceeding one (1) year, or by a fine not exceeding Two Thousand Dollars ($2,000), or by both such fine and imprisonment.

Any person who, without justifiable or excusable cause, commits any aggravated battery or aggravated assault and battery upon the person of a school employee while such person is in the performance of any duties as a school employee shall, upon conviction, be guilty of a felony punishable by a term of imprisonment in the State Penitentiary for a period not exceeding two (2) years, or by a fine not exceeding Five Thousand Dollars ($5,000), or by both such fine and imprisonment.

Every school site shall post in a prominent place a notice having the following or similar language: "FELONY CHARGES MAY BE FILED AGAINST ANY PERSON(S) COMMITTING AN AGGRAVATED ASSAULT OR BATTERY UPON ANY SCHOOL EMPLOYEE." (21 O.S. § 650.7)

Assaults at Athletic Contests

Every person who, without justifiable or excusable cause and with intent to do bodily harm, commits any assault, battery, assault and battery upon the person of a referee, umpire, timekeeper, coach, official, or any person having authority in connection with any amateur or professional athletic contest is guilty of a misdemeanor and is punishable by imprisonment in the county jail not exceeding one (1) year or by a fine not exceeding One Thousand Dollars ($1,000.00), or both by such fine and imprisonment. (21 O.S. § 650.1)

All persons shall comply with the Smoking in Public Places Act, 70 O.S. § 63-1-1521 to 1527, which prohibits smoking, the use of snuff, chewing tobacco or any other form of tobacco product in the buildings and on the grounds of Caney Valley Public Schools by all persons including, but not limited to, full-time, part-time, and contract employees, during the hours from 7:00 a.m. to 4:00 p.m., during the school session or when class or any program established for students is in session.

The Board, at its discretion, may establish more restrictive policies regarding smoking in or around district property. Also at its sole discretion, the board may designate smoking areas outside the buildings for use by adults during certain activities including athletic events. 'No Smoking' signs will be posted advising the public of the district's non-smoking rules and regulations. The school district administration bears the responsibility for addressing complaints regarding smoking, including asking smokers to refrain from smoking. Patrons who violate this policy will be asked to leave the school premises.

"School property" is defined as all property owned, leased, rented or otherwise used by any school in this district, including but not limited to the following:

- All interior portions of any building or other structure used for instruction, administration, support services, maintenance or storage.
- All school grounds over which the school exercises control, including areas surrounding any building, playgrounds, athletic fields, recreation areas and parking areas.
- All vehicles used by the district for transporting students, staff, visitors or other persons.

Salesmen, Collectors, and Solicitors Contacting Teachers

Salesmen, collectors, or solicitors are prohibited from contacting principals and/or teachers while on duty at the school. Any salesman, collector, or solicitor must have permission from the office of the Superintendent of Schools before contacting principals and/or teachers in the buildings or on school property.

Contests for Students

School contests sponsored by outside agencies will not be allowed without prior superintendent/board approval. While there is no intent to refuse to cooperate with agencies sponsoring worthwhile contests, there is very definitely a desire to keep such cooperation within reasonable bounds. Criteria for acceptance or rejection of such contests will include, but not be limited to, the following:

- The primary educational aims of the schools and the needs and interest of their students must be consideration at all times.
- Schools shall not be used to promote private or commercial interests.
- Schools shall not be used to promote sales promotion of individual competitive goods or services.
- All materials or activities initiated by private sources shall be judged on the grounds of their direct contribution to educational values, factual accuracy, and good taste.
- Consideration shall be given in all cases to protecting students and teachers against unreasonable added work and/or responsibilities.

School Fund Drives

All sales and/or fund drives in schools by school children shall be banned except ticket sales and approved promotions of student activities. All drives for funds in the school must be cleared through the office of the Superintendent of Schools.

Distribution of Advertising Materials or Other Propaganda in the Schools

Caney Valley Schools cannot distribute advertising materials or other propaganda on school property to the pupils because of the educational time consumed by such practices and because of the unfair advantages in such advertising.

No materials of any kind without prior Superintendent approval may be distributed to school pupils on school property.

Any communication to representatives from the various media (i.e. television, newspaper, radio, etc.) pertaining to the Caney Valley ISD must be made through the office of the superintendent of schools. Employees are instructed to refer any such communication to the superintendent and are not authorized to speak on behalf of the district.

Media representatives shall not enter any district facilities without prior express authorization from the office of the superintendent and must be accompanied by a district escort at all times when such permission has been given.

Violation of this policy shall result in suspension of any media privileges currently in place.

It shall be unlawful for any person to have in his/her possession on any public or private school property or while in any school bus or vehicle used by any school for transportation of students or teachers any weapon designated in Oklahoma Statutes as "...any pistol, revolver, shotgun or rifle whether loaded or unloaded or any dagger, bowie knife, dirk knife, switchblade knife, spring-type knife, sword cane, knife having a blade which opens automatically by hand pressure applied to a button, spring, or other device in the handle of the knife, blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon, whether such weapon be concealed or unconcealed," except as provided below or as otherwise authorized by law.

"School property" as it relates to the weapons prohibition means any publicly or privately owned property held for purposes of elementary, secondary or vocational-technical education, and shall not include property owned by public school districts or private educational entities where such property is leased or rented to an individual or corporation and used for purposes other than educational.

Exception: Firearms and weapons *are* allowed on school property and are deemed *not* in violation of this policy as follows:

1. A gun or knife designed for hunting or fishing purposes kept in a privately owned vehicle and properly displayed or stored as required by law, or a handgun carried in a vehicle pursuant to a valid handgun license authorized by the Oklahoma Self-Defense Act, provided such vehicle containing said gun or knife is driven onto school property only to transport a student to and from school and such vehicle does not remain unattended on school property;
2. A handgun in a vehicle driven onto school property by the holder of a valid handgun license, provided that the handgun is stored and hidden from view and the vehicle is locked if it is to be unattended;
3. A gun or knife used for the purposes of participating in the Oklahoma Department of Wildlife Conservation certified hunter training education course or any other hunting, fishing, safety or firearms training courses, or a recognized firearms sports event, team shooting program or competition, or living history reenactment, provided the course or event is approved by the principal or chief administrator of the school where the course or event is offered, and provided the weapon is properly displayed or stored as required by law pending participation in the course, event, program or competition;
4. Weapons in the possession of any peace officer or other person authorized by law to possess a weapon in the performance of their duties and responsibilities.
5. A gun, knife, bayonet or other weapon in the possession of a member of a veterans group, the national guard, active military, the Reserve Officers' Training Corps (ROTC) or Junior ROTC, in order to participate in a ceremony, assembly or educational program approved by the principal or chief administrator of a school or school district where the ceremony, assembly or educational program is being held;

provided, however, the gun or other weapon that uses projectiles is not loaded and is inoperable at all times while on school property.

SECTION 1200
FORMS APPENDIX:
DISTRICT EMPLOYEES

PROPERTY CHECK-OUT REQUEST **1200.1**

---

1. DATE: _____

2. EMPLOYEE NAME & POSITION: _____

3. PROPERTY REQUESTED TO BE CHECKED OUT (EACH ITEM REQUIRES A SEPARATE FORM): ___
_____
_____
_____

4. DATE(S) REQUESTED FOR OFF-DISTRICT USE (NOT TO EXCEED FIVE (5) DAYS TOTAL): _____
_____
_____

5. REASON FOR REQUEST (MUST BE SPECIFIC AND DEMONSTRATE BENEFIT TO STUDENTS OR WILL AUTOMATICALLY BE REJECTED): _____
_____
_____
_____
_____
_____
_____

6. IS THIS A RE-CHECK REQUEST? YES/NO IF SO, PLEASE JUSTIFY BELOW THE NEED FOR CONTINUED USE OF THIS PROPERTY: _____
_____
_____
_____

I have read and understand the Board policy on Employee Use of District Property. If the above request is granted, I agree to abide by the district's terms and conditions of property check-out set forth in that policy. I understand that if I violate these terms in any way, I may be restricted from future check-out of district property.

_____
Signature of Employee

(SECTION BELOW FOR OFFICE USE ONLY)

Circle One: Request Approved/Denied

_____
Signature of [Site Principal] [Superintendent]

As an employee of CANEY VALLEY ISD, I understand that I have been referred to the CANEY VALLEY ISD's Employee Assistance Program (EAP). I understand that I am required to:

{ } Contact the EAP counselor (SAP) within 48 hours of time designated below.

{ } Provide a drug specimen within 24 hours.

{ } Submit to a breath alcohol test.

A signed copy of this waiver will be presented to the drug/alcohol consortium as notification that I am a referral from CANEY VALLEY ISD. This form will serve as notice that information may be released to the Superintendent of CANEY VALLEY ISD. Only information regarding my notification of the EAP counselor or SAP, confirmation of a face-to-face assessment, confirmation of admittance, including date and estimated length of stay, to an appropriate treatment program, confirmation of attendance at all scheduled treatment appointments, successful completion of the treatment program or drug and/or alcohol test results may be released to Superintendent.

I understand that if I do not follow the directions checked above and provide confirmation of attendance and completion, that I may be subject to disciplinary action up to and including discharge of employment with CANEY VALLEY ISD.

Likewise I understand that if I am required to submit to a drug and/or alcohol test and fail to do so that I may be subject to disciplinary action up to and including discharge of employment with CANEY VALLEY ISD.

Printed Name of Employee	Social Security Number
Signature of Employee	Date
Referring Supervisor	Date
Superintendent	Date
	Time

SAFETY SENSITIVE - The Board of Education of CANEY VALLEY ISD has established the following factors in designating specific positions as safety sensitive. The number of safety sensitive positions may increase further as criteria are established by the Board of Education of CANEY VALLEY ISD.

1. Drivers of commercial vehicles:

    a. with a gross vehicle weight rating of 26,001 pounds or more or combination vehicles (weighing at least 26,001 pounds) or

    b. designated to transport 16 or more passengers including the driver, or

    c. transporting hazardous materials in amounts requiring placarding.

Additional safety sensitive positions may be identified as further criteria are established or new mandates are implemented. Any employee who occupies added safety sensitive positions would be notified in writing of the change.

(EMPLOYEE)

AFFIRMATION OF DRUG AND ALCOHOL TESTING POLICY

As an employee in a safety sensitive position, I affirm that I have received, read and understand the CANEY VALLEY ISD's Drug and Alcohol Testing Policy, I am aware that I may be required to undergo a drug and/or alcohol screen based upon reasonable suspicion; that I will be informed prior to the drug/alcohol screen; and, that I may be referred to an education and treatment program depending on the results of the drug/alcohol screen. I understand that I may be subject to random drug testing without prior notice. I agree to abide by all provisions of the anti-drug policy as a condition of my continued employment with the school district.

_____
Employee Name (please print)

_____ _____
Employee Signature Date

_____ _____
Caney Valley Schools Representative Date

APPLICANT AFFIRMATION OF DRUG AND ALCOHOL TESTING POLICY

STATEMENT OF POLICY

CANEY VALLEY ISD is committed to ensuring a safe, drug and alcohol free workplace for all school district employees and the general public. As a public employer, the school district has a compelling interest in establishing reasonable conditions of employment. Prohibiting employee drug/alcohol use is one such condition.

CANEY VALLEY ISD is concerned with the well-being of its employees and the need to maintain employee productivity. The intent of the CANEY VALLEY ISD's Drug and Alcohol Testing Program is to offer a helping hand to those who need it, while sending a clear message that any illegal drug or alcohol use is contradictory with public services and WILL NOT BE TOLERATED!

It is the policy of CANEY VALLEY ISD that all applicants, for safety sensitive positions, who receive a conditional offer of employment submit to a drug and alcohol test to document they are drug and alcohol free. Refusal to comply with this requirement will be considered the equivalent of receiving a confirmed "positive" result for employment and disqualification purposes. Any applicant who receives a confirmed "positive" drug screen result will have the offer of employment withdrawn and will be subject to disqualification from other application for school district employment for a period of two years from the effective date of the disqualification action.

AFFIRMATION OF POLICY

As an applicant for a position, I affirm that I have read and understand the CANEY VALLEY ISD's Statement of Policy noted above, and I am aware that any offer of employment is conditional upon my taking a drug and alcohol test and the results thereof. If hired into a position for CANEY VALLEY ISD, I agree to abide by all provisions of the anti-drug and alcohol policy as a condition of my continued employment with the school district.

_____
Applicant Name (please print)

_____ _____
Applicant Signature Date

_____ _____
Caney Valley Schools Representative Date

I hereby authorize _____to release information related to my participation in the alcohol and/or drug testing program of said organization to _____.

_____
Signature of Applicant

It has been brought to our attention that _____has participated in the alcohol testing and/or drug testing program. Under the auspices of 49 CFR 382, et al., Subpart C 382.301 (b) and @ we are requesting the following information in order to establish our need to require this applicant to take an alcohol and/or drug test prior to employment.

Name and address(es) of the program(s):

DRUG TESTING PROGRAM ALCOHOL TESTING PROGRAM

The applicant participated in the alcohol testing program.
__Yes __No

The applicant participated in the drug testing program.
__Yes __No

The alcohol program conforms to the testing requirements of 49CFR Part 40.
__Yes __No

The drug testing program conforms to the testing requirements of 49CFR Part 40.
__Yes __No

The applicant is qualified under these rules and has not refused to be tested for alcohol or controlled substances.
__Yes __No

Date the applicant was last tested for controlled substances: _____.
Date the applicant was last tested for alcohol: _____.

Please attach a copy of the results of any test taken within the previous six months and any violations of the prohibitions related to alcohol and controlled substance usage. (Total number of results attached . Total number of violations attached_____.)

_____
Signature of Responsible Party

REASONABLE SUSPICION REPORT FORM **1200.7**

Employee's Name: _____ SSN: _____

Employee's Job Description: _____

Date Behavior Observed: _____ Time Observed: _____

Location Where Behavior Observed: _____

Behavior Observed: (Circle all items which apply)

Speech: Normal/Incoherent/Confused/Slurred/Whispering/Silent/Loud/Rapid/Cursing

Balance: Normal/Staggering/Swaying/Falling

Eyes: Normal/Reddened (bloodshot)/Pupils Dilated/Pupils Constricted

Walking/Turning: Normal/Stumbling/Lack of Coordination

Awareness: Normal/Confused/Sleepy/Paranoid/Other _____

Employee Comments (please quote remarks, admissions, etc., which are pertinent, such as swearing, cursing): _____

_____.

Other observed actions or behavior (anything else of relevance, such as odors, vomiting, coughing, gagging, crying, etc.): _____

_____

_____.

_____ _____

Supervisor Date

This report must be prepared every time an employee is suspected of drug or alcohol use by actions, appearance, or conduct while on duty. This form must be completed within 24 hours or before test results are released.

Name: _____

Current Address: _____

Position: _____

School or Work Site: _____

Beginning date of leave: _____

Expected date of return to work: _____

Reason for leave request (explain): _____

_____

_____.

If family leave to care for a seriously ill family member is requested, state:

a. Name of family member: _____

b. Relationship of family member to you: _____

c. Describe care you will provide: _____.

Name, Mailing Address and Telephone Number of Health Care Provider(s): _____

_____

_____.

MEDICAL CERTIFICATION REQUIREMENT

A leave request, based on an employee's serious health condition or the serious health condition of an employee's spouse, child or parent, must be accompanied by a medical certification from an attending health care provider or providers.

EMPLOYEE'S STATEMENT

I hereby authorize the Caney Valley School District to contact my heath care provider(s) to verify the reason for my requested leave or for any other information concerning my requested family or medical leave. I understand that this authorization will be used only if a medical certification is not received or it is incomplete.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation and will serve as a basis for discharge unless an extension has been agreed upon and approved in writing by the Superintendent of Schools.

_____ _____
Employee Name (please print) Signature of Employee

_____
Date

Approved by:

_____ _____
Employee's Immediate Supervisor Superintendent of Schools

_____ _____
Date Date

MEDICAL CERTIFICATION STATEMENT
(Illness of Employee's Family Member. To be completed by health care provider)

Name of employee: _____

Name of family member: _____

Relationship of above individual to employee: _____

Date condition began: _____

Estimate of probable duration of the condition: _____

Diagnosis of the serious health condition: _____

_____.

Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency and duration of treatment): _____

_____

_____.

Explanation of the extent to which employee is needed to care for the ill family member: _____

_____.

Does the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation? Yes ( ) or No ( ).

Would the employee's presence be beneficial to the care of the family member? Yes ( ) or No ( ).

_____ _____
Name of Health Care Provider (printed) Signature

_____ _____
Date Office Telephone Number

_____ _____
Type of Medical Practice Area of Specialization (if any)

MEDICAL RELEASE

I authorize the release of any medical information, necessary to process my leave request, by my physical or other health care provider to the Caney Valley School District.

I understand that the information I authorize for release may contain information that indicates that I have a communicable or venereal disease which may include, but is not limited to, hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS).

_____
Employee/Patient Name (please print)

_____
Employee/Patient Signature

_____
Date

MEDICAL CERTIFICATION STATEMENT
(Employee's Own Serious Illness. To be completed by health care provider)

Name of employee: _____

Date condition began: _____

Estimate of probable duration of the condition: _____

Diagnosis of the serious health condition: _____

_____.

Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency and duration of treatment, treatment by other providers and whether in-patient hospitalization is required): _____

_____

_____.

Is the employee unable to perform work of any kind? Yes ( ) or No ( ).

If the answer is yes, please explain what types of work employee may perform: _____

_____.

Is the employee unable to perform the essential functions of his/her job? Yes ( ) or No ( ).

If yes, please provide an explanation of the extent to which employee is *unable* to perform the functions of his/her job: _____

_____.

_____	_____
Name of Health Care Provider (printed)	Signature
_____	_____
Date	Office Telephone Number
_____	_____
Type of Medical Practice	Area of Specialization (if any)

MEDICAL RELEASE

I authorize the release of any medical information, necessary to process my leave request, by my physical or other health care provider to the Caney Valley School District.

I understand that the information I authorize for release may contain information that indicates that I have a communicable or venereal disease which may include, but is not limited to, hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS).

_____
Employee/Patient Name (please print)

_____
Employee/Patient Signature

_____
Date

APPLICATION FOR FAMILY/MEDICAL LEAVE
INTERMITTENT LEAVE OR REDUCED SCHEDULE

Employee Name: _____

Current Address: _____

Position: _____

School or Work Site: _____

State whether you are requesting intermittent leave or leave on a reduced schedule:

___ Intermittent Leave

Beginning date of leave: _____

Ending date of leave: _____

___ Leave on a Reduced Schedule

Schedule requested: _____

Beginning date of revised schedule: _____

Date reduced leave expected to terminate: _____

Describe the reason for a request of intermittent or reduced leave: _____

_____

_____.

If leave is based on medical necessity of a family member of the employee, state:

Family Member Name: _____

Relationship to employee: _____

Name and address of Health Care Provider(s): _____

_____.

EMPLOYEE'S STATEMENT

I hereby authorize the Caney Valley School District to contact my health care provider to verify the reason for my requested leave or for any other information concerning my requested family or medical leave if the medical certification has not been received or has not been fully completed.

I understand that a failure to return to work at the end my leave period may be treated as a resignation and will serve as a basis for discharge unless an extension has been agreed upon and approved in writing by the Superintendent of Schools.

_____ _____
Employee Name (please print) Employee Signature

_____
Date

Approved by:

_____ _____
Employee's Immediate Supervisor Superintendent of Schools

_____ _____
Date Date

MEDICAL RELEASE

I authorize the release of any medical information, necessary to process my leave request, by my physical or other health care provider to the Caney Valley School District.

I understand that the information I authorize for release may contain information that indicates that I have a communicable or venereal disease which may include, but is not limited to, hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS).

_____
Employee/Patient Name (please print)

_____
Employee/Patient Signature

_____
Date

HEALTH CARE PROVIDER CERTIFICATION
(Intermittent or Reduced Leave Schedule)

(To be completed by health care provider)

Name of employee: _____

Name of family member (if leave is to care for family member): _____

Date condition began: _____

Diagnosis of the serious health condition: _____

_____.

I hereby certify that the intermittent leave or reduced leave requested by the employee is medically necessary for the following reasons: _____

_____.

The expected duration of the requested leave is _____

The schedule for the leave is _____

Is the leave necessary to care for a child, parent or spouse who has a serious health condition or will it assist the family member's recovery? Yes ( ) or No ( ).

Please underline and initial the applicable section if the answer to the above is yes.

_____	_____
Name of Health Care Provider (printed)	Signature
_____	_____
Date	Office Telephone Number
_____	_____
Type of Medical Practice	Area of Specialization (if any)

Employee Name: _____

Principal or Supervisor: _____

Date Leave Commenced: _____

Date of Planned Return: _____

I understand that my reinstatement is subject to the following conditions:

a. As a condition of reinstatement, I must provide a written certification from my health care provider that I am able to resume working and can perform, with or without reasonable accommodation, the essential functions of my position.
b. I understand that every attempt will be made to restore me to my original position. However, if my original position is unavailable, I will be placed in an equivalent position with equivalent pay and benefits. (This section may not apply to key employees.)
c. I understand that as an employee returning from family or medical leave, I shall not be entitled to the accrual of any time of employment benefits during my period of leave.

_____
Employee Name (please print)

_____ _____
Employee Signature Date

STATEMENT OF HEALTH CARE PROVIDER

I have examined _____and can certify that he/she is fully able to resume working. If not fully able to perform job, please attach a statement explaining the employee's fitness to return to work.

_____
Name of Health Care Provider (please print)

_____ _____
Signature Date

REQUEST FOR EXTENDED UNPAID LEAVE OF ABSENCE

Employee Name: _____

Position: _____

Assigned School _____

Reason for Requested Leave (attach any supporting documents): _____

_____

_____.

I hereby request an extended unpaid leave of absence from the Caney Valley School District. I request that my leave commence on _____ and terminate on _____. (Note: Leaves may not extend beyond June 30 of the school year in which such leave is granted. See the Caney Valley School District Extended Leave of Absence Policy for details.)

I UNDERSTAND THAT I MUST MAKE A WRITTEN APPLICATION TO RETURN AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO MY LEAVE TERMINATION DATE OR I WILL BE DEEMED TO HAVE RESIGNED.

I understand that if I return to my employment with the Caney Valley School District at the expiration of my leave, I am not guaranteed the same position or assignment as when my leave commenced.

I understand that my request for an extended leave of absence, the leave itself and the return from the leave are governed by the Caney Valley School District Extended Leave of Absence Policy, a copy of which is hereby acknowledged, and that any construction or interpretation of such policy shall be made solely by the Board of Education and that construction or interpretation is conclusive and binding on me.

_____
Employee Name (please print)

_____ _____
Employee Signature Date

This Authorization and Release is executed under penalty of perjury on the _____day of _____200___, by _____, an applicant for employment ("Applicant") with the Caney Valley School District.

Applicant understands that the School District's receipt of a clear national felony record search of his/her name and fingerprints is a condition of employment with the School District. Because Applicant desires employment with the School District, Applicant authorizes the School District to request and obtain the results of a national felony record search of Applicant's name and fingerprints.

Applicant hereby releases Applicant's felony record search results to the School District. Applicant also releases the 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 the School District's Felony Record Search 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**
A. Entered a plea of guilty or nolo contendere to a state or federal felony charge?	___	___
B. Been convicted of a state or federal felony offense?	___	___
C. Been charged with a state or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere?	___	___
D. Entered a plea of guilty or nolo contendere to, or been convicted of, a state or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity?	___	___

Applicant understands that if Applicant is hired by the School District prior to receipt of the results of the felony record search, Applicant will be classified as a temporary employee until notified

otherwise by the Superintendent of Schools. Furthermore, Applicant understands that if the felony record search reveals a prior felony offense conviction or if Applicant provides a false response to one or more of the above questions, then Applicant will be denied employment.

If Applicant is employed prior to receipt of the search results then (1) Applicant is deemed to have resigned Applicant's temporary employment with the School District, effective upon acceptance by the Board of Education; (2) the Board of Education may accept Applicant's resignation at any time within thirty (30) days after the date the School District was notified of either the unsatisfactory search results or the false response, whichever is later; and (3) 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 Name (please print)

_____ _____
Applicant Signature Date

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 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)

AUTHORIZATION AND RELEASE
NATIONAL FELONY RECORDS SEARCH **1200.13**

This Authorization and Release is executed under penalty of perjury on the _____day of _ _____, 200_, by _____, an employee ("Employee") of the Caney Valley School District.

Employee understands that the School District's receipt of a clear national felony record search of his/her name and fingerprints has been requested by the Superintendent and/or Board of Education. Employee hereby releases his/her felony record search results to the Caney Valley School District. Employee hereby releases the 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 the 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:

HAVE YOU EVER:	**YES**	**NO**
A. Entered a plea of guilty or nolo contendere to a state or federal felony charge?	__	___
B. Been convicted of a state or federal felony offense?	___	___
C. Been charged with a state or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere?	___	___
D. Entered a plea of guilty or nolo contendere to, or been convicted of, a state or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity?	___	___

Employee understands that if the felony record search reveals a prior felony offense conviction <u>or</u> if Employee provides a false response to one or more of the above questions, then Employee's employment by the 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 the Caney Valley School District was notified of either the unsatisfactory search results or the false response, whichever is later.

_____
Employee Name (please print)

_____ _____
Employee Signature Date

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 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)

EXPENSE REIMBURSEMENTS

District personnel and officials who incur expenses in carrying out their authorized duties shall be reimbursed by the District upon submission of a properly filled out and approved voucher and such supporting receipts as required by the Administrator responsible for business affairs. Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.

When official travel by personally owned vehicle has been authorized, mileage payment shall be made at the rate currently approved by the Board.

CANEY VALLEY PUBLIC SCHOOL TRAVEL & EXPENSE VOUCHER
(Complete applicable items and submit to approval authority)

NAME_____ SS#_____
Teaching Assignment_____Site Code _____
NAME & DATE OF EVENT ATTENDED_____ (If claim is for multiple trips, attach breakdown sheet)

TRAVEL:
Private Auto: Mileage___ Miles @ .36 cents per mile $_____Air: Fare (attach copy) .....
Other: .....
Sub-Total $

EXPENSES: (Attach verification receipts)
HOTEL or MOTEL ____ days @ ___ .....$
REGISTRATION: (Do not include membership) .....
GROUND TRANSPORTATION.....
MEALS & TIPS.....
MISCELLANEOUS .....

Signature certifies claim information

Signed:_____ Date: _____
Approved for payment Claimant

_____
Superintendent

EMPLOYEE GRIEVANCE REPORT FORM

Level (Check One) II._____ III. _____ IV. _____

Name of grievant:_____

Job assignment:_____

Date of occurrence giving rise to the grievance:_____

Citation of specific board policy or administrative regulation alleged to have been violated:_____

_____

Narrative statement of your grievance:_____

_____

_____

_____

_____

Relief sought:_____

_____

_____ _____
Signature of Grievant Date

Administrative decision and supporting reason(s):_____

_____

_____

_____ _____
Signature Title

_____
Date

Minutes Clerk/Administrative Office Secretary

Qualifications:

1. Knowledge of spelling, punctuation, arithmetic, business English and standard office record keeping.
2. General skill in typing accurately, in following oral and written instructions; in performing stenographic tasks with speed and accuracy; in operating a typewriter, calculator, and other standard office machines; in establishing and maintaining effective working relationships with others.
3. Knowledge of State approved Oklahoma Cost Accounting Systems (OCAS) Software.

Reports to:

Superintendent of Schools

Performance Responsibilities:

1. To see that Agenda is posted correctly for all Board of Education meetings.
2. To attend and to keep an accurate account of all proceedings at all Board of Education meetings.
3. To record monthly all proceeding minutes taken at Board of Education meetings into the Board minutes book.
4. Performs secretarial duties as directed by Superintendent.
5. Receives visitors, handles telephone calls, and provides assistance or technical information concerning policies, procedures, and other details. Takes and delivers messages. Assist in opening and distributing mail.
6. Prepares time sheets and payroll and may be required to input data into manual or electronic records.
7. Qualify for $1,000.00 performance bond.

Terms of Employment:

Twelve months per year. Eight hours per day. Pay to be determined by the Board.

Vacation:

The Minutes Clerk/Administrative Office Secretary shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance on this job will be evaluated by Superintendent using standards determined by Board policy.

School Treasurer

Qualifications:

1. Knowledge of spelling, punctuation, arithmetic, business English and standard office record keeping.
2. General skill in typing accurately, in following oral and written instructions; in performing stenographic tasks with speed and accuracy; in operating a typewriter, calculator, and other standard office machines; in establishing and maintaining effective working relationships with others.
3. Understanding of approved OCAS Software and Hardware which affects the School Treasury.
4. The School Treasurer shall be interested in the total welfare of the financial status of the school district. He/She shall be bonded by the school and be responsible for the recording of all financial transactions pertaining to the administration of the school.

Reports to:

Superintendent of Schools

Performance Responsibilities:

It is the duty of the School Treasurer to maintain adequate files of:

1. Paid Warrants.
2. Voided Warrants.
3. Paid Bonds and Coupons.
4. Canceled Bonds and Coupons.
5. Bank and fiscal agency statements, including deposit tickets and paid checks.
6. County Clerk's remittance advice.
7. Copies of any directive from the County Clerk or County Excise Board supplementing, changing or transferring appropriation balances.
8. State Board of Education notices and allocation of State and Federal Aid.
9. School Board resolutions pertinent to the conduct of the School Treasurer's office and duties.
10. Investments will be made by the School Treasurer, approved by School Board of Education, with the assistance of the School Superintendent.
11. Qualify for a Performance Bond equal at least to the most money the treasurer shall have on hand at any one time.
12. Monitor Petty Cash Funds.
13. Maintain the District's financial receipt in accordance with the State laws and procedures recommended by the Auditor
14. Provide the Superintendent with a monthly Treasurer's Report and Expense Comparison Chart.
15. Provide, upon request, the Superintendent with information in relation to projected collectable revenues, collected revenues, and possible revenue projections.

Terms of Employment:

Twelve months per year. Seven hours per day. Pay to be determined by the Board.

Vacation:

The School Treasurer shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance on this job will be evaluated by Superintendent using standards determined by Board policy.

Encumbrance Clerk/Computer Operator

Qualifications:

1. Knowledge of spelling, punctuation, arithmetic, business English and standard office record keeping.
2. General skill in typing accurately, in following oral and written instructions; in performing stenographic tasks with speed and accuracy; in operating a typewriter, calculator, and other standard office machines; in establishing and maintaining effective working relationships with others.
3. Shall have an understanding of the State approved Oklahoma Cost Accounting Systems (OCAS) Software and Hardware as they relate to the operation of the General Fund.

Reports to:

Superintendent of Schools

Performance Responsibilities:

The Encumbrance Secretary is responsible for the following:

1. Shall control all funds covering accounting, analysis reporting and encumbrances.
2. Shall keep records covering:
    a. Operating Funds
    b. Bond Funds
    c. Construction contracts
    d. Monitor Petty Cash Funds
3. Reports:
    a. Financial reports to State Department of Education
    b. Requested by Superintendent
4. Shall serve as a liaison with Treasurer's Office.
5. Issue all warrants
6. Shall keep files covering:
    a. Claims
    b. Annual budgets
    c. Reports (Pertaining to above records)
    d. Insurance, property
    e. Construction contracts
    f. Reports
7. Receives visitors, handles telephone calls, and provides assistance or technical information concerning policies procedures, and other details. Takes and delivers messages. May assist in opening and distributing mail.
8. Workers' Compensation
9. Unemployment
10. Qualify for $1000.00 performance bond.

Terms of Employment:

Twelve months per year. Eight hours per day. Pay to be determined by the Board.

Vacation:

The Encumbrance/Computer Operator shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance on this job will be evaluated by Superintendent using standards determined by Board policy.

Secretary to the Superintendent

Qualifications:

1. Knowledge of spelling, punctuation, arithmetic, business English and standard office record keeping.
2. General skill in typing accurately, in following oral and written instructions; in performing stenographic tasks with speed and accuracy; in operating a typewriter, calculator, and other standard office machines; in establishing and maintaining effective working relationships with others.
3. Shall have an understanding of the State approved Oklahoma Cost Accounting Systems (OCAS) Software and Hardware as they relate to the operation of the General Fund.

Performance Responsibilities:

1. Types on computer, word processor, or typewriter from rough draft, from other transcription devices, or from steno notes. Takes and transcribes dictation.
2. Compiles and prepares/composes documents, reports and communications.
3. Assists with inventory and purchasing and simple bookkeeping activities and prepares necessary reports. Assists in typing and preparing the budget.
4. Attends meetings, takes summary minutes and may prepare agendas.
5. Handles travel arrangements, appointment and schedules.
6. Receives visitors, handles telephone calls, and provides assistance or technical information concerning policies, procedures, and other details. Takes and delivers messages. May assist in opening and distributing mail.
7. Prepares time sheets and payroll and may be required to input data into manual or electronic records.

Terms of Employment:

Twelve months per year, eight hours per day. Pay to be determined by the Board.

Vacation:

The Secretary to the Superintendent shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance on this job will be evaluated by Superintendent using standards determined by Board policy.

Superintendent of Schools

Qualifications:

1. Possess or qualify for a Superintendent's Certificate, Certified by State Department of Education.
2. Master's degree from an accredited institution with a major in administration and supervision or education.
3. At least three (3) years teaching experience.
4. Experience as Superintendent or Assistant Superintendent or Central Office Administrator.

Terms of Office:

The Superintendent shall be employed by the Board for a period not to exceed three fiscal years. The superintendent's contract may be renewed so long as the individual's services are satisfactory.

Reports to:

Caney Valley Board of Education

Job Goal:

To provide professional, educational leadership and skills to translate the will of the Board of Education into administrative action.

Performance Responsibilities:

The Superintendent of Schools is the Chief Executive Officer of the Board of Education and has charge of the administration of the schools under the direction of the Board of Education.

The job of Superintendent, the Chief Executive, is a group of related tasks, each of which requires a special knowledge, information, concepts, abilities and skills. These tasks are grouped into four (4) kinds of responsibilities. The Superintendent is a generalist whose responsibilities apply in areas of operation. He must view the educational program in its entirety. All tasks must be accomplished so that the whole school system functions with balance and precision. For the Superintendent, there is no order of priority of responsibilities.

In discharging responsibilities, the Superintendent works through a problem solving process. Since time is a component of any process, the Superintendent works through time or sequence. In the solution of any problem, the Superintendent is conscious of the past, the transition period, and the future.

Duties:

The Superintendent shall have the following duties:

1. Exercising general supervision over the operation of all the schools in the system.
2. Supervising the administration of all school policies.
3. Attending all regular and special meetings of the Board and participating in the deliberations without the privileges of presenting or seconding motions or voting.
4. Preparing, under the direction of the Board, the agenda for all Board Meetings.

5. Reporting regularly to the Board current information concerning instruction, budget, staff, pupil population, school plant and other school problems so that members of the Board may keep informed about school operation and problems.
6. Recommending for Board consideration, new policies or revisions of previously adopted policies.
7. Assisting the Board in evaluating the effectiveness of general or specific areas of the school program.
8. Developing new and dynamic plans for the operation of schools, giving special attention to the program of instruction, budget, staff, pupil population, and physical plant.
9. Recommending to the Board, the employment of professional staff members for original employment and for re-employment, with all recommendations made on the basis of the selection of the best person available for the position to be filled.
10. Accept resignations of certified and non-certified personnel to be effective immediately on date requested upon receipt of letter of resignation from employee.
11. Assigning professional staff members to specific positions and reassigning them as conditions warrant the changes.
12. Reviewing recommendations of Principals for employment, of non-certified employees, such as secretarial, clerical, custodian, maintenance workers, and teacher assistants, para-professionals, and cafeteria workers.
13. Directing the adjustment of personnel relationships and problems pertaining to personnel, including acceptance of employee resignations on behalf of the Board, referring to the Board of Education only such problems as would necessitate Board decisions.
14. Delegating the responsibility for and giving supervision to the organization and operation of an in-service Staff Development program for professional staff members and for non-professional employees where it is deemed advisable.
15. Supervising the preparation of the general budget for the operation of the schools and presenting it to the Board for approval as a financial plan of operation in accordance with the statutes of the state.
16. Administering the budget in keeping with the statutes and Board Policy.
17. Recommending improvement and expansion in school plant facilities as needs become evident.
18. Informing the patrons and taxpayers of the school district accurately and continuously about the program of the schools, interpreting the schools to the public and public to the schools.
19. Conduct school activities within the framework of the Superintendent's calendar (see appendix) and the Policies of the Board of Education, State and Federal Laws.
20. Coordinating all educational and business functions of the total school program.
21. As the Board delegates authority to the Superintendent, the Superintendent may in turn delegate it to other employees, but in all instances, the Superintendent will be held accountable to the Board.
22. The Superintendent shall evaluate annually, the Treasurer, Principals, Special Services and Federal Programs Director.

Terms of Employment:

Twelve months per year. Contract shall be for two hundred twenty (220) days.

Salary and Allowance:

The Board shall set the salary of the Superintendent. The Superintendent shall be allowed reimbursement for expenses incurred for school business.

Leave of Absence and Vacations:

The Superintendent shall be allowed the same sick leave benefits as all twelve month employees. Any unpaid leave of absence shall be by mutual agreement between the Board and the Superintendent. The Superintendent shall have vacation benefits set by the Board at the time of employment.

Evaluation:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of the Superintendent.

Transportation Director

Qualifications:

1. Possess or qualify for an Administrator Certificate, certified by the State Department of Education.

2. Masters from an accredited institution with a major in Administration and Supervision or Education.

3. Previous experience as General Office Administrator, Principal or equivalent.

Reports to:

Superintendent of Schools

Supervises:

All related services to transportation and transportation personnel of the district.

Job Goal:

The Transportation Director shall be responsible for all personnel connected to transportation department employed by the district and any aspects of the district affairs either temporarily or permanently assigned by the Superintendent. The Transportation Director shall be directly responsible to the Superintendent of Schools.

Performance Responsibilities

He/she will assist the Superintendent in supervising the purchase of supplies and equipment. He/she shall supervise the Transportation Department for the entire system and will supervise and evaluate all non-instructional personnel connected to the transportation department. The Transportation Director is bound by the same professional standards, policies, by-laws and regulations as is the Superintendent of Schools. In exercising his duties, he/she must judge carefully those matters of which the Superintendent of Schools should be informed prior to taking action himself. Within this frame of reference, the Transportation Director is responsible for and has commensurate authority to accomplish the duties as set forth. He/she may delegate portions of his responsibilities consistent with sound operation and authorized policies and procedures together with proportionate authority for their fulfillment, but he/she may not delegate or relinquish any portion of his accountability to the Superintendent of Schools.

Major Activities of the Transportation Director are outlined in more detail below:

A. Administration:
   1. He/she shall administrate, direct and coordinate the use of school facilities as provided by School Law and in keeping with adopted rules and regulations of the Board of Education.
   2. He/she shall supervise the transportation of pupils and use of district transportation facilities and be responsible for studying routes and recommend changes to the Board of Education.

3. He/she will assist the Superintendent of Schools in being responsible for the maintenance of buses.

B. Non-Instructional Personnel:

1. He/she shall supervise the recruitment and selection of transportation personnel.
2. He/she shall supervise and administer appointments, leaves, promotions, demotions, grievances, resignations and personal leave of transportation personnel.
3. He/she shall coordinate in-service programs for transportation personnel.
4. He/she shall set up and keep current job descriptions of transportation personnel.
5. He/she will recommend to the Superintendent the number of transportation personnel and assignments to be needed for the Caney Valley School District.
6. He/she shall be responsible for the evaluation program for all transportation staff.
7. He/she will supervise assignment of activities trips.
8. He/she will see that all drivers make daily inspections and record them on the Daily School Bus Inspection Report.
9. He/she will contact and employ substitute bus drivers as need occurs.

Terms of Employment:

Twelve months.

Vacation:

The Transportation Director shall have the same vacation benefits as all twelve month employees.

Evaluation:

Job performance evaluated by Superintendent based on state minimum criteria.

Principal

Qualifications:

1. Master's Degree in Education or Administration.

2. Possess or qualify for State Department of Education Administrative Certification standards.

3. At least three (3) years teaching experience.

4. Experience preferred as a Principal or Assistant Principal or equivalent.

Reports to:

Superintendent

Supervises:

All personnel serving in assigned school.

Job Goal:

The Principal is the administrative head of each school and is directly responsible to the Superintendent for its general organization and efficient administration. He/she is responsible for keeping appropriate, accurate, and valid records as required by state law, the Board of Education, and/or the Superintendent of Schools. The general quality of instruction, all leadership and guidance consistent with the policies and principles of the state and local Board are responsibilities of the Principal. Most important, the Principal is responsible for the establishment of an atmosphere conducive to learning. This includes staff morale, good student discipline, and a clean environment. Other additional duties and responsibilities of the Principal will be determined by the Superintendent of Schools to meet specific educational needs.

Performance Responsibilities:

1. The Principal will assist the Superintendent in the supervision of the academic program.

2. The Principal, when needed, will work with the Athletic Director in scheduling all athletic events.

3. The High School and Middle School principals are to work with the Athletic Director to arrange for game management. (Gatekeeper, timers, etc.), and supervision of all home and away events in their school and keep accurate records of all finances involved. All Building Principals shall assist other Building Principals in supervision of home activity events when needed or directed by Supervisor.

4. The Principal will review applicants for jobs and with the Superintendent, make the final selection for recommendation to the Board of Education.

5. The Principal is bound by the same professional standards, policies, bylaws, and regulations as is the Superintendent of Schools. In exercising his/her duties, he/she must judge carefully those matters concerning which the Superintendent of Schools must be informed prior to taking action himself. Within this frame of reference, the Principal is responsible for and has commensurate authority to accomplish the duties as set forth.

6. The Principal may delegate portions of his/her responsibility consistent with sound operation and authorized policies and procedure together with proportionate authority for their fulfillment; but he/she may not delegate or relinquish any portion of his/her accountability to the Superintendent of Schools.

7. The Principal should administrate, direct and coordinate the academic program as provided by school law and in keeping with adopted rules and regulations of the Board of Education.

8. The Principal shall be responsible for the discipline of all students at all school activities.

9. The Principal shall be responsible for the conduct of all students at all home and away activities.

10. The Building Principal shall write a list of rules and regulations consistent with the Board's policies on student behavior and discipline pertaining to behavior of students at school and extra-curricular activities. This list of rules shall be reviewed with teachers in their building at the beginning of the year and given to all students.

11. The Principal shall hold teachers meetings as needed to keep teachers informed and to let the teachers advise the Principal of their problems.

12. The Principal will work out a schedule of events that will involve the complete student body whereby teachers may plan accordingly. The scheduling of all events that involve the student body should be divided whereby the loss of time can be equally divided so that no one class period will be affected more than another.

13. The Principal will strive for the academic excellence of the school.

14. The Principal will have complete knowledge of the strengths and weaknesses of his/her school's academic program.

15. The Principal, at the request of the Superintendent or the Board of Education, will report to the Board of Education matters pertaining to the state of affairs of his/her particular school.

16. The Principal will, at the Superintendent's or Board's request, be present to answer questions pertaining to complaints about a particular teacher.

17. The Principal will make a written evaluation of each teacher as required by law and the Caney Valley Board of Education.

18. Performs the necessary tasks to maintain the attendance records, which include: Daily attendance records, attendance reports, contact parents concerning unexcused absences.

19. Serve as the leader of a Student Handbook Committee (with the High School/Middle School configuration, the principal may co-chair the committee.)

20. Involve parents, teacher, students (Student Council).

21. The Principal will supervise non-certified staff assigned to him/her by the Superintendent. He/she will make recommendation to the Superintendent on the assignment and reemployment of all non-certified staff.

22. Supervise purchase order requests for requisition of general funds.

23. Supervise requisition of office supplies for his/her site.

24. Coordinate all building contents inventory as required by state regulations.

Terms of Employment:

Employment date will be from August 1st through May 31st. The Principal will maintain office hours from 7:30 A.M. through 3:30 P.M..

Evaluation:

Job performance evaluated by Superintendent based on state minimum criteria.

Activity Sponsors

All Activity Sponsors are expected to be in complete control of their activities. Sponsors are responsible for the conduct of their students as they represent the school. A list of students going on the activity must be turned into the Principal's Office one (1) day before the activity is to take place. All fund raising activities must be cleared through the Principal's Office and approved by the Caney Valley Board of Education. Other information concerning the Activity Fund is listed in the main body of Board Policy.

Reports to:

Building Principal

Counselor

Qualifications:

1. Counselors will hold a certificate in guidance and counseling recognized by the State Board of Education.

2. At least three (3) years teaching experience.

Reports to:

Building Principal

Job Goal:

The Counselor has a distinct professional identity and unique function in the total program. Generally, the Counselor deals with problems of vocational and educational planning, interpretation of standardized test results, and with problems of personal and social adjustment. Also, the Counselor may counsel with pupils, parents, and teachers on individual problems and coordinate some of the group guidance work.

Performance Responsibilities:

Elementary Level:

1. Evaluate records of students who enroll in Caney Valley from non-accredited schools or home teaching programs for grade placement.

2. Schedule and participate in staffing sessions which concern evaluation and possible placement of special education students.

3. Provide liaison activities with parents in the areas of possible retention, gifted programs, special education placement.

4. Serve as administrative representative for special education matters.

5. Maintain frequent communications with the Principal concerning role clarification, programs and activities (present & future), goal assessment.

6. Initiate and follow through on programs and activities which communicate the goals of the school to the community. (Image enhancement)

7. Initiate and coordinate the career education program.

8. Use every opportunity to make him/herself available for personal counseling to students.

9. Maintain a current standardized test report for all students for use by the Teacher.

10. Assist with the school's testing program.

11. Test students who enter from non-accredited Schools or home teaching programs for grade placement.

12. Help teachers to interpret standardized scores.

13. Refer parents/students to appropriate agencies.

14. Handle Drug Education Program.

15. Make classroom visits.

16. Handle enrollment of new students.

17. Handle cumulative folders.

18. Handle student withdrawals.

Middle School Level:

1. Enroll new students who have the Principal's clearance.

2. Obtain records for new students, and evaluate and record these records.

3. Test and evaluate records of students who enroll from non-accredited schools or home teaching programs for grade placement.

4. Maintain a current cumulative folder for each student.

5. Make schedule changes when necessary.

6. Make frequent grade checks on students having difficulty and inform parents of their progress.

7. Coordinate the school's achievement or state required standardized testing program.

8. Maintain a current standardized test report for all students for use by the teacher.

9. Have conferences with teachers to interpret standardized scores.

10. Initiate and coordinate career education program.

11. Make classroom visits on study skills, drug abuse, and good self-esteem.

12. Schedule staffing meetings for Special Services and serve as the Administrative Representative for these meetings.

13. Contact parents to inform them and obtain Permission for Testing and Home Adaptive Behavior Forms.

14. Contact parents for scheduling of IEP meetings.

15. Turn in the appropriate forms to the Special Services Office for the evaluation of a student.

16. Make a classroom observation on Special Education students and new referrals.

17. Serve as Administrative Representative in parent conferences.

18. Take every opportunity to be available for personal and academic counseling.

High School Level:

A. Gather, record, assess and interpret student data.

1. Help enroll grades 9-12.

2. Verify that pupils are properly enrolled and that prerequisites have been met. Be certain that graduation requirements are being met with reasonable continuity.

3. Verify that seniors have completed requirements for a diploma.

4. Enroll new pupils who have the Principal's clearance.

5. Evaluate and record data for new students.

6. Test students who enter from non-accredited schools or home teaching programs.

7. Assist in the enrollment of students who attend Tri Tech Center.

8. Enroll and arrange for the supervision of students who wish to take a correspondence course.

9. Aid in the enrollment of students in the homebound program when necessary.

10. Regularly assess each student's academic progress; counsel with those who are having difficulty.

11. Help process withdrawal sheets for pupils who are leaving Caney Valley High School.

12. Help keep cumulative folders updated.

13. Determine the ranking of seniors, top 20% of the juniors and Honor Society Members.

14. Organization and distribution of all testing materials for school achievement and State required testing programs and counseling with teachers, parents, and students concerning the results.

15. Supervision of School Gifted program K-12 and meeting regularly with teachers and parents of the gifted students in order to facilitate the program.

16. Coordination of Homebound Students.

B. Orient students, teachers and parents to the function of the guidance department.

C. Develop, interpret and disseminate educational, career and personal-social information.

1. Interpret test scores for students, teachers and parents.

2. Schedule classroom visits to discuss pertinent information including such things as: scholarship information, financial aids, college admissions information, test results, enrollment information, attitudes and values, citizenship, study skills, personal-social adjustments, etc.

3. In individual conferences, discuss such things as aptitudes, abilities, past performance, academic problems, career plans, personal-social problems, physical development/hygiene, future educational plans, college/scholarship/financial aids, information, etc.

4. Schedule visits of representatives from educational institutions and the military.

5. Maintain a current file of college information.

6. Disseminate appropriate information to school and community publications.

D. Coordinate the school's achievement or state required standardized testing program.

E. Consult with parents, teachers, administrators, health-welfare agencies, juvenile authorities, etc., as necessary.

F. Make referrals to appropriate agencies/programs as necessary.

G. Attend professional meetings.

H. Evaluate program.

I. Schedule staffing and serve as administrative representative for special education matters.

Terms of Employment:

190 days. Salary and work year to be established by the Board.

Evaluation:

Performance of this job will be evaluated by Building Principal in accordance with State minimum criteria.

Teacher

Qualifications:

All teachers are required to have an Oklahoma Certificate of License valid for the school year and for the area in which they are assigned to teach on file in the office of the Superintendent of schools. Complete and up-to-date transcripts and certificates and signed loyalty oaths are to be on file in the Superintendent's office at all times. Copies of up-to-date transcripts and certificates are also to be on file in the Principal's office. This is the responsibility of the teacher.

Reports to:

Principal

Performance Responsibilities:

The Teacher shall be directly responsible to the Principal, subject to review by the Superintendent. The Teacher shall be bound by the same professional standards, policies, by-laws, and regulations as is the administrative staff. In exercising duties, they must judge carefully those matters of which the Principal must be informed prior to taking action him/herself.

Duties:

1. Shall work closely with the Principal in selection of textbooks.

2. Title I Teachers shall provide instruction/remediation to those identified students in the fourth and fifth grades in reading and math subject areas. Title I Teachers shall be responsible to the building principal.

3. Shall be responsible for the subject matter taught as it pertains to the goals and philosophy set forth by the Board of Education.

4. Teachers should, at all times, keep a line of distinction between themselves and their students. A teacher should never allow students to address him/her by his/her first name or nickname. In the presence of students, a teacher should not address other teachers by their first names of nicknames.

5. Shall keep abreast of all curricular changes and adoptions of innovative ideas.

6. Shall work closely with the Counselor and Career Center in obtaining speakers, planning field trips, and securing materials pertaining to the careers to be studied.

7. Shall take every opportunity to make themselves available for counseling with students.

8. Shall have complete knowledge of strengths and weaknesses of the academic capabilities of the students he/she teaches.

9. Shall keep records of students who have behavioral problems which persist over a length of time.

10. Shall use every opportunity to inform students of the importance of good behavior in regular classes as well as in extra-curricular activities, as it pertains to their overall school record.

11. Shall be well informed on the capabilities of students taught as determined by standardized tests and teacher's record.

12. Shall be so organized that a Substitute Teacher can teach with order.

13. DRESS CODE - As professional people, all Caney Valley employees are expected to be well groomed and properly dressed. Some simple guidelines for this would include dress pants of reasonable fit and length; sweaters, shirts and blouses of reasonable fit, which are not revealing in nature; dresses, skirts, and split skirts of reasonable length (just above the knee or longer).

14. There are also some special circumstances and exceptions. Jeans of any type may be worn only on days designated by each building principal and on professional days. This includes designer jeans, Rockies, or jeans that are of different colors. Vo-Ag and Shop instructors, teacher assistants, paraprofessionals and custodians may wear jeans as long as they are not faded, worn out or form fitting. Teachers with special projects may wear jeans with Building Principal's permission. Coaches may wear shorts or sweats in their coaching duties, however, special permission must be received for them to be worn in the classroom.

15. School Hours: Promptness is a virtue and an indication of interest and is expected of all employees. Teachers should arrive no later than 7:45 a.m. and should remain until 3:00 p.m. This should provide ample opportunity for students, parents, other teachers, or administrators to confer outside of regular school hours. Notify your building principal if emergencies prevent you from keeping the prescribed school hours. All teachers are expected to remain in the building for Parent or Student conferences during their planning or conference period, unless they check out through the Principal's office.

16. Hall Duty - All Teachers should be in the hall outside his/her classroom any time the students are free. This will include before school, between classes, and school. (All Teachers are officially on hall duty before school). It is the Teachers' responsibility to see that all school rules are observed at this time. Any teacher who is in the Teacher's lounge during conference period will leave before the first bell rings ending that period so you will be in the hall by your assigned room when classes are dismissed.

17. Noon Duty - Noon Duty is defined as time students are let out for lunch until school resumes. Teachers should report to scheduled duties promptly and remain on duty until the first bell. Remember, you may be held responsible if you are not on duty and an accident occurs. Teachers should always keep in mind that liability insurance will not pay if you are assigned a task and you are not on duty when an accident happens. NOTE: Building Principal will attempt to schedule Teachers where they will be allowed to have some time during lunch hour to eat and not be assigned a scheduled duty. Exception to the above would be during severe weather or an emergency.

18. Playground - The Teacher assigned to playground duty should move around the playground area.

19. Parking Lot - The Teacher assigned to parking lot duty should move around the parking lot and see that school policies are observed.

20. School Activities - Any Teacher, though not assigned to a special duty at a school activity and in attendance at the activity, has the responsibility to correct students as he/she would during the school day.

21. Class Sponsors - Class Sponsors are expected to be on duty when their class has an activity (banquets, plays, etc.). Sponsors will be expected to help with student control at these activities. Unauthorized fund raising activities, that are not class activities or school sponsored, are prohibited. The school will not assume any responsibility for any fund raising activities, unless they have been officially authorized by the Building Principal. School time and facilities are not to be used for these activities. IMPORTANT: Any time a class meets as a school activity, one of the Sponsors MUST be in attendance. More information concerning Fund Raising is listed in Article III "Finance".

22. Assembly Supervision - All Teachers are required to report to all assemblies and to sit with the class to which they are assigned. Correction of student misbehavior must be made. Students who cannot behave in assembly are assigned to a special study hall.

23. Dismissal from Class - Teachers shall keep students seated at their desks until dismissal bell has rung.

24. As a courtesy to your custodian - please have students pick up paper on the floor before leaving for the day.

25. Teachers shall perform all school duties assigned by Principal, or other supervisor.

26. Professional Membership and Activities: Membership in professional organizations is encouraged; however, such membership is left to the discretion of the teacher.

27. Professional days will be designated by the administration. Those teachers not attending a professional day or arranging for a school work day will be docked 1/180 of their total salary for each day missed.

28. Repairs: Any maintenance problem or equipment malfunction should be reported to the building principal or secretary. Such requests will be forwarded to the building custodian or other appropriate personnel.

Terms of Employment:

Ten month year. Salary and work year to be established by the Board.

Twelve month year. (Vocational) Salary and work year to be established by the Board.

Evaluation:

Performance of this job will be evaluated by Building Principal in accordance with State minimum criteria.

Teacher Consultant

Every beginning teacher (zero (0) years experience as a classroom teacher) employed, shall serve under the guidance and assistance of a Teacher Consultant, Building Principal, and assigned College Professor for a minimum of ninety-one (91) school days.

It is the responsibility of the Building Principal to ensure that a mechanism is provided whereby the Teacher Consultant will provide guidance and assistance to the beginning Teacher a minimum of 72 hours per year in classroom observation and consultation.

Special Service Director

Qualifications:

1. Master's Degree in Education or Administration.

2. Possess or qualify for State Department of Education Administrative Certification.

3. At Least three (3) years teaching experience.

Reports to:

Superintendent

Performance Responsibilities:

1. Coordination of policy and procedures of all pertinent Federal Grants while serving and counseling with parents, teachers, and students as Educational Equity Coordinator, being responsible for correlating the district's activities relating to all federal equity legislation and Special Education programs with the school system to ensure that all programs, policies and procedures conform to Oklahoma and Federal Law including: Chapter 1; Title VI-164 Civil Rights Act; Title IX (Sex); Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973.

2. Coordinating the Special Education programs within the school system.

3. Supervising and coordinating: Related services (i.e. physical therapy); Work-Study program; December 1 Child Count; Child Find and Screening.

4. Attending staffing and/or IEP placement meetings concerning our students (in and out of our district) when needed and keeping Principals and Superintendent informed of recommendations.

5. Coordinate testing with the Regional Education Service Center.

6. Assisting the school Staff Development Committee with teacher training workshops.

7. Serve as resource person for all Building Principals.

8. Work closely with Secondary counselors in implementing Vocational Career guidance.

Terms of Employment:

Twelve months as determined by Board. Salary to be determined by Board.

Vacation:

Special Services Director shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance evaluated by Superintendent using State Minimum Criteria.

Director of Finance and Federal Programs

Qualifications:

1. Master's Degree.

2. Must hold a valid Oklahoma Teaching Certificate.

3. Shall have experience in using state approved OCAS software and hardware.

4. Shall have experience in writing and understanding state and federal program regulations, budget reports and grant applications.

5. Shall have background in Accounting/Finance.

Reports to:

Superintendent of Schools

Performance Responsibilities (Finance):

1. Shall regularly review financial procedures and recommend to Superintendent any recommendations for improvements.

2. Supervise the developing, coordinating and improvement of all aspects of the district's finance program.

3. Supervise the preparation and presentation of the school district's budget, i.e. revenues and expenditures.

4. Supervise the preparation of allocations for appropriations for all school district funds and individual site budgets.

5. Coordinate with and provide auditor with all financial reports and records necessary to meet state and federal regulations.

6. Provide monthly update of financial status of general fund revenues and expenditures to the Superintendent and/or Board of Education.

7. Other duties as assigned by the Board of Education and the Superintendent.

Performance Responsibilities: (Federal Programs):

1. Keep informed and provide leadership on rules and regulations of State and Federal grants.

2. Direct activities for acquiring information of value required for filing all state and federal grants.

3. Supervise the collection, maintenance and/or reporting of all pertinent grant data to appropriate office, i.e., LEA, SEA, U.S. Dept. of Education, etc.

4. Supervise the maintenance of files containing grant application, records and budget reports as required by state and/or federal law.

5. Supervise the maintenance of budget records and data for audits as required by state and federal law.

6. Other duties as assigned by the Board of Education and the Superintendent.

Terms of Employment:

Twelve month year as determined by Board. Salary to be established by Board.

Vacation:

The Director of Finance and Federal Programs shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance evaluated by Superintendent using State Minimum Criteria.

Athletic Director

Qualifications:

1. Must hold a valid Oklahoma Teaching Certificate.

2. Must have had Head Coaching Experience.

3. Must have working knowledge in a number of various athletic sports.

4. Must have understanding in building a School Activity Budget.

5. Must have leadership abilities.

Performance Responsibilities:

1. The Athletic Director shall be the head of the Athletic Department. He/she is a system-wide employee whose main duty is to direct, administer and coordinate the system-wide athletic program.

2. The Athletic Director answers directly to the Superintendent of Schools and works cooperatively with the Principals, personnel of the business office, and the Director of Transportation.

Duties:

1. Coordinate and supervise the system-wide program of athletics.

2. Foster good school-community relations by keeping the community informed of, and responsive to, the athletic program.

3. Arrange for meals and lodging for team members and coaches when necessary.

4. Supervise all coaching staff members and evaluate on an annual basis.

5. Prepare and administer a budget for the athletic program in cooperation with and through the Superintendent.

6. Make recommendations for the proper care and maintenance of the athletic equipment and playing areas.

7. Recommend employment of prospective staff members insofar as coaching responsibilities are concerned.

8. Insure that administrative supervision is administered at all home and away athletic activities.

9. Authorize employment and payment of all personnel needed to conduct athletic contests.

10. Authorize employment and payment of all officials for athletic contests.

11. Be knowledgeable of and administer all policies and procedures of the Caney Valley Board of Education.

12. Be knowledgeable of and administer all Oklahoma Secondary Schools Activities rules and regulations.

13. Provide reports as needed to Middle School and High School on overall status of program.

14. The Athletic Director shall represent Caney Valley Public Schools at conference, local and state meetings that pertain to secondary school athletics.

15. Strive to have a high level of participation in all athletic activities for the Caney Valley Schools.

16. Constantly promote and sell the Caney Valley Public Schools athletic program.

17. Oversee Homecoming.

18. Oversee Cheerleading Coaches.

19. Be responsible for all athletic related inventory.

20. Work with Superintendent in District wide projects.

21. Complete all athletic related transportation requests.

Terms of Employment:

200 Day Contract as determined by Board of Education. Salary to be established by Board. (August 1-June 30 or as needed)

Evaluation:

Superintendent of Schools, High School and Middle School Principal will evaluate job performance using State Minimum Criteria.

School Nurse

Qualifications:

1. Degree RN and must be certified by the State Department of Education in Nursing.

2. Experience in working with students of all ages.

Reports to:

Building Principals and Superintendent of Schools.

Performance Responsibilities:

The County will help Caney Valley Public School with related health services. A nurse will be assigned when necessary to satisfy all State Mandates. The nurse will be responsible directly to the building principal.

Lunch Fund Custodian

Qualifications:

1. Directs food service management.
2. Basic knowledge of nutritional guidelines (State and Federal).
3. Ability to motivate and direct people.
4. Provide Staff Development.
5. Computer literate

Reports to:

Superintendent

Performance Responsibilities:

1. Purchases or requisitions food, equipment, and supplies.
2. Maintains and analyzes food cost control records.
3. Responsible for all bookkeeping duties concerned with food servers.

Terms of Employment:

Determined by Board. Salary to be determined by Board.

Evaluation:

Performance evaluated by Superintendent using standards determined by Board policy.

Head Cook

Qualifications:

1. Ability to organize kitchen operations.
2. Food handler's permit.
3. Ability to operate institutional kitchen equipment including ranges, fryers, ovens, mixers, vertical cutter mixers, slicers, steamers, steam kettles, freezers, refrigerators, ice machines, dish washer, liquid and dry measures, scales, bowls, whips, sinks, pots and pans.
4. Ability to keep record, menu planning book and inventory as prescribed by State and Federal regulations.

Reports to:

Principal

Performance Responsibilities:

1. The Head Cook is in charge of all kitchens and their operations.
2. The Head Cook is directly responsible for their respective cafeteria employees.
3. Plans and directs food service Program.
4. The Head Cook will work with the Principal and Lunch Room Custodian in planning all menus, ordering food supplies.
5. The Head Cook will arrange banquets in their cafeterias, if needed.
6. The Head Cook will keep records, menu planning books and inventories as prescribed by State and Federal regulations.

Terms of Employment:

Determined by Board. Salary to be determined by the Board. 180 days and hours as needed.

Evaluation:

Performance evaluated by the Principal using standards determined by Board policy.

Cook

Qualifications:

1. Training in preparation of food.
2. Ability to figure quantity increases in recipes.
3. Ability to operate institutional kitchen equipment including ranges, fryers, ovens, mixers, vertical cutter mixers, slicers, steamers, steam kettles, freezers, refrigerators, ice machines, dish washer, liquid and dry measures, scales, bowls, whips, sinks, pots and pans.
4. Food handler's permit.

Reports to:

Principal or Lunch Room Custodians

Performance Responsibilities:

1. All Cooks are directly responsible to the Head Cook.
2. They may also be called upon to prepare various banquets during the school year.
3. Under supervision, prepares food according to time schedules.
4. Duties include mainly the cooking of main dishes and vegetables, but may also include every job in the kitchen. These may be:
    a. Food preparation
    b. Serving
    c. Baking & Cooking
    d. Pot washing
    e. Cleaning of Kitchen Equipment
    f. Cashier
    g. Dish washer Operation
    h. Sweeping
    i. Mopping

Terms of Employment:

Determined by Board. Salary to be determined by Board policy (180 days and hours as needed).

Evaluation:

Performance evaluated by Head Cook and Principal using standards determined by Board policy.

School Maintenance Personnel

Qualifications:

1. Special Technical Skills (Example: Oklahoma State License for Air Conditioning and Heating.)
2. Ability to perform routine maintenance tasks without close supervision.

Reports to:

Superintendent

Performance Responsibilities:

1. Responsible for maintenance and general repairs (water fountains, door latches, playground equipment, etc.)
2. Responsible for keeping heating and cooling systems operating adequately.
3. Responsible for maintenance of plumbing and electrical equipment.

Terms of Employment:

Twelve months as determined by Board. Eight hours per day. Salary and hours to be determined by Board.

Vacation:

School Maintenance Personnel shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance evaluated by Superintendent using standards determined by Board policy.

Head Custodian

Qualifications:

1. Experience operating such equipment as lawn mowers, edgers, or industrial floor buffers.
2. Knowledge and ability to operate and maintain custodial equipment such as floor machines, lawn mowers, wet/dry vacuum cleaners, sprinklers, etc.
3. Ability to effectively use garden and hand tools, sprayers, etc.
4. Knowledge of application of waxes, seals, cleaners, disinfectants, insecticides, etc.
5. Knowledge of the care and cleaning of asphalt tile, ceramic tile, vinyl tile, rubber tile, terrazzo, concrete, marble, wood floor, various metals, carpets, and other surfaces in a building.
6. Ability to read at least at a sixth grade level; to understand labels and how to mix and store chemicals, and to understand and respond to job instructions.

Job Goal:

Under direct supervision of a lead or supervisory custodian, the incumbent of this position performs custodial duties in school buildings and maintains the grounds around these buildings to provide students and school employees with a safe, attractive, comfortable and clean place to work, learn, play and develop.

Reports to:

Superintendent

Performance Responsibilities:

1. Oversees keeping buildings and premises, including sidewalks, driveways, grounds and play areas neat and clean at all times.
2. Oversees building custodians in cleaning corridors after school each day, and when necessary during the day.
3. Cleans and disinfects bathrooms and drinking fountains daily, or more often when needed.
4. Maintains floors in a clean and attractive condition which includes sweeping, mopping, waxing, stripping, sealing, etc.
5. Sweeps and vacuums classrooms daily and dusts furniture.
6. Assumes responsibility for the opening and closing of the building each school day, and for determining that all doors and windows are properly secured, lights turned off and that security lights are left on.
7. Maintains inventory of supplies, equipment, fuel and requisitions needed replacements.
8. Makes minor repairs to building and equipment and reports major repairs.
9. Moves furniture or equipment within buildings as required.
10. Washes windows both inside and outside when needed.

Terms of Employment:

Twelve months as directed by Board of Education. Salary and hours to be determined by the Board.

Vacation:

The Head Custodian shall have the same vacation benefits as all twelve month employees.

Evaluation:

Performance evaluated by Superintendent and Building Principal using standards determined by Board.

School Custodian.

Qualifications:

1. Knowledge of operating machinery used in custodial work.
2. Knowledge of cleaning products.
3. Ability to perform routine tasks without close supervision.

Reports to:

Building Principal and Superintendent

Performance Responsibilities:

1. Keeps buildings and premises, including sidewalks, driveways, grounds and play areas neat and clean at all times.
2. Cleans corridors after school each day, and when necessary during the day.
3. Cleans and disinfects bathrooms and drinking fountains daily, or more often when needed.
4. Maintains floors in a clean and attractive condition which includes sweeping, mopping, waxing, stripping, sealing, etc.
5. Sweeps and vacuums classrooms daily and dusts furniture.
6. Assumes responsibility for the opening and closing of the building each school day, and for determining that all doors and windows are properly secured, lights turned off and that security lights are left on.
7. Maintains inventory of supplies, equipment, fuel and requisitions needed replacements from the head custodian.
8. Makes minor repairs to building and equipment and reports major repairs to head custodian.
9. Moves furniture or equipment within buildings as required.
10. Washes windows both inside and outside when needed.
11. Performs related custodial duties as assigned.
12. Runs errands upon request.
13. Picks up and delivers mail as directed by Building Principal.
14. Performs other duties as assigned.

Terms of Employment:

Twelve months as determined by Board. Salary and hours to be determined by the Board.

Evaluation:

Performance evaluated by Building Principal and Superintendent using standards determined by Board policy.

Vacation:

The School Custodian shall have the same vacation benefits as all twelve month employees.

Head Mechanic

Qualifications:

1. Experience in and an understanding of all phases of school bus fleet maintenance and transportation.
2. Experience in and knowledge of parts and stocking procedures.
3. Experience and training in the following:
    a. Diesel Engines
    b. Gasoline Engines
    c. Alternative fuel systems, i.e., Propane or SNG.
4. Class "B" Commercial Drivers License with passenger and air brake endorsements.
5. Temporary or standard School Bus Driving Certificate.
6. Driving record for insurance must have no at fault accident or no more than one ticket in the last three years.
7. Possess vast knowledge of mechanical problems and is able to give instruction in a professional manner on how to make repairs.
8. Be able to furnish mechanics basic hand tools, etc.

Reports to:

Superintendent.

Performance Responsibilities:

1. Will be responsible for keeping all buses, school owned vehicles, and school owned gasoline or diesel powered equipment in a safe operating condition and will make all necessary purchases of supplies and materials for this area, but must have a purchase order authorized by the Superintendent before ordering.
2. Will supervise and work in making necessary repairs.
3. Will keep all vehicles inspected as regulations require.
4. Will maintain an up-to-date inventory of all parts, supplies and equipment.
5. Will maintain records for each school owned vehicle which will include, but not be limited to, the following:
    a. Activity trips: date, location and mileage.
    b. Annual mileage - two categories: regular routes and activity trips.
    c. Service and repairs to all school owned vehicles.
6. Will be willing to make emergency calls when vehicles break down on activity trips as well as regular route buses.

Terms of Employment:

Twelve months, hours to be determined by the Superintendent and the Board of Education.

Vacation:

N/A

Evaluation:

Performance evaluated by Superintendent using standards determined by the Board of Education.

School Bus Driver

Qualifications:

1. Commercial Driver's license. (C.D.L.)
2. Certified by State Department of Education.

Reports to:

Director of Transportation

Performance Responsibilities:

1. Transporting our most precious cargo to and from school activities.
2. It is absolutely essential that the children attending our schools arrive at their destinations safely and in a mental frame of mind that is conducive to learning.
3. To follow time schedules without committing traffic violations.
4. Maintaining discipline is a must, therefore bus drivers will report any problems with students on their bus to the building principals immediately. Caney Valley Schools will not tolerate horseplay on the bus as the safety of the other students is involved.
5. Will keep vehicles clean.
6. Will refuel vehicles as needed.

Terms of Employment:

180 day contract as determined by Board. Salary to be determined by Board.

Evaluation:

Performance evaluated by Director of Transportation using standards determined by Board policy.

Teacher's Assistant / Paraprofessional

Qualifications:

1. High School Diploma.
2. Interest in working with children of all ages.

Reports to:

Building Principal

Performance Responsibilities:

1. The Teacher Assistant is employed for one hundred eighty (180) days, six (6) hours daily. (Hours will be designed by Building Principal or Assistant Superintendent. Teacher Assistants must have a High School Diploma or High School transcript on file showing graduation from High School. Teacher Assistants who fall under the guidelines of No Child Left Behind will comply with educational requirements set forth by the Oklahoma State Department of Education.
2. The Teacher Paraprofessional position is a temporary position and hours will be determined by Building Principal based on need. Payment for Paraprofessionals will be strictly by time card on an hourly basis. The Paraprofessional positions dissolve at the end of each year and are reviewed after school starts the following school year to determine need. Teacher Paraprofessional must have a High School Diploma or High School transcript on file showing graduation from High School.
3. The Teacher Assistant/Paraprofessional is employed so that the professional Teacher may direct his/her energies to the child's education. The basic objectives for the use of Teacher Assistants /Paraprofessionals are:
    a. To make it possible for Teachers to use more variety in structuring classroom activities which may result in more meaningful education for children and youth.
    b. To enable the Teacher to do more creative teaching and to use a greater variety of instructional media.
    c. To enable the Teacher to develop effective programs focusing upon the individual needs of each student.
    d. To provide increased time for individualizing instruction, evaluating learning situations, pupil counseling and guidance for other instructional activities that will improve educational opportunities for boys and girls.
    e. To relieve teachers of the numerous semi and non-professional tasks which through the years have become cumulative and which have come to consume a disproportionate amount of the Teacher's time and energies.
4. Teacher Assistants/Paraprofessionals may be required to attend workshops or Staff Development training workshops at times.
5. The Principal and supervising Teacher are jointly responsible for making final decisions related to the duties and responsibilities to be assigned to an assistant or paraprofessional. Assistants/ paraprofessionals are not to discipline children. Classroom discipline shall be left to the certified Teacher or Building Principal.
6. The Teacher Assistant/Paraprofessional will assist a classroom Teacher in the performance of hall duty, bus duty, playground duty, lunchroom duty, secretarial duty, extra-curricular activities involving school functions or other non-instructional duty the Board may prescribe.

7. The duties and responsibilities of the Special Education Teacher Assistant/Paraprofessional are to work directly under the supervision and direction of a Teacher and perform only those duties and assume only those responsibilities for which he/she is qualified.
8. The employment of Teacher Assistants/ Paraprofessionals by a school district should never result in supplanting Certified Teachers; <u>however, they may be called upon to substitute for Teachers in time of emergency</u>.
9. Paraprofessionals have special training in the area of special education.
10. Title I lab assistants shall ensure the computer lab is in working order. They shall produce computer reports as directed/needed by the Title I teachers.

<u>Terms of Employment:</u>

1. 180 days (6 hour days) for Teacher Assistants as determined by Board.
2. The Teacher Paraprofessional position is a temporary position and hours per day are determined by Building Principal based on need.
3. Salary to be determined by the Board.

<u>Evaluation:</u>

Performance evaluated by Building Principal using standards determined by Board.

School Secretary

Qualifications:

Knowledge of spelling, punctuation, arithmetic, business English and standard office record keeping. General skill in typing accurately, in following oral and written instructions; in performing stenographic tasks with speed and accuracy; in operating a computer, typewriter, calculator, and other standard office machines; in establishing and maintaining effective working relationships with others.

Reports to:

Building Principal or Supervisor

Performance Responsibilities:

1. Secretaries' duties will vary between buildings because of the different ages of the students involved. In the building where the children are younger, the Secretaries will administer general first aid.
2. Composes and prepares correspondence and reports.
3. Schedules appointments, gives information to callers, and performs clerical tasks such as maintaining files.
4. Reads and routes incoming mail.
5. Takes dictation and transcribes notes.
6. Relieves Administrators of clerical work and Administrative and business details.

Terms of Employment:

190 days per year, (7:30 A.M. to 4:00 P.M.) as determined by Board of Education. Salary to be determined by Board.

Evaluation:

Performance evaluated by Building Principal using standards determined by Board policy.

Name of Superintendent: _____ Date: _____

Evaluation period: _____ to _____

1 - Unsatisfactory 2 – Needs Improvement 3 – Developing 4 – Proficient 5 – Commendable

ADMINISTRATION

In order to achieve the District's goals and objectives for student achievement, the administration of the District must be conducive to student learning and development. The Superintendent;

1. Exerts strong educational leadership, develops a strong management team and delegates responsibility. _____
2. Ensures administration of policies and programs. _____
3. Supervises and evaluates Superintendent's staff effectively. _____
4. Requires collection of data to facilitate data driven decisions. _____
5. Maintains a working knowledge of State and Federal Legislation. _____
6. Strives to improve the school system. _____
7. Maintains liaison with state and federal legislators, as well as other outside agencies, in efforts to accomplish legislation needed for school improvement and adequate funding. _____

Category Total _____

Unsatisfactory/Needs Improvement comments: _____

_____

_____

FINANCIAL & FACILITIES MANAGEMENT

The Superintendent is responsible for the overall management of the Board adopted budget and the District's builiding and facilities. The Superintendent;

1. Evaluates financial needs and makes timely recommendations for adequate funding. _____
2. Coordinates the preparation of the annual school budget and submits to the board for input and approval. _____
3. Keeps informed of the needs of the school program-supplies, equipment, facilities and shares such needs with school board. _____
4. Determines that funds are spent and invested wisely; insures that adequate controls and accounting are achieved. _____
5. Ensures the maintenance of school properties. _____
6. Monitors any construction, renovation or demolition of school facilities. _____
7. Oversees the provision of a safe and orderly climate for learning. _____

Category Total _____

Unsatisfactory/Needs Improvement comments: _____

_____

_____

COMMUNITY RELATIONS

The public's perception of the District is shaped by the information they receive and by the way in which they are dealt with by the school staff. The Superintendent's role is to help create an environment at school that is open and friendly to the parents and to the community and provides information on the District the Superintendent;

1. Facilitates communication within the community through an effective public information program based on the needs and successes of the district. _____
2. Develops and maintains a cooperative relationship with news media. _____
3. Faces controversy and works toward resolution. _____

Category Total _____

Unsatisfactory/Needs Improvement comments: _____

_____

_____

STAFF RELATIONS

The Superintendent may delegate many of the personnel functions to others, but the overall effectiveness of the District-wide personnel process is his/her responsibility. The Superintendent;

1. Includes the participation of faculty and staff in the establishment and implementation of district-wide goals, objectives and programs. _____
2. Works with the staff in positive ways to improve instruction. _____
3. Promotes programs for staff growth and development. _____
4. Instills confidence and respect among staff. _____

Category Total _____

Unsatisfactory/Needs Improvement comments: _____

_____

_____

BOARD RELATIONS

Unity of purpose and good communications are two of the main ingredients of effective Board/Superintendent relations. The Superintendent;

1. Informs the Board on issues, operations, programs and needs of District in a timely manner. _____
2. Maintains a harmonious working and professional relationship with members of the Board. _____
3. Provides board members with reports and information which will enable them to sufficiently review the operations of the District. _____
4. Gives constructive advice and guidance to the Board regarding district improvement. _____
5. Offers professional advice to the board on items requiring Board action with appropriate recommendations based on thorough study and analysis. _____

Category Total _____

Unsatisfactory/Needs Improvement comments: _____

_____

_____

INSTRUCTION

The Superintendent's performance in this area is guided by the goals for student achievement established by the Board and the policies and resources to support their attainment. The Superintendent;

1. Identifies and facilitates instruction and student achievement as the focal point of the school district. _____
2. Ensures that decisions are made with student performance as the focus. _____
3. Prepares and communicates long and short term goals for the district. _____

Category Total _____

Unsatisfactory/Needs Improvement comments: _____

_____

_____

OVERALL RANKING

_____ *Administration Total*
_____ *Financial & Facilities Management Total*
_____ *Community Relations Total*
_____ *Staff Relations Total*
_____ *Board Relations Total*
_____ *Instruction Total*

_____ Sum of Category Totals

Overall Ranking _____
(Sum of Category Totals divided by 6)

Overall Comments: _____

_____

_____

_____

_____

CANEY VALLEY PUBLIC SCHOOL
SUPPORT STAFF EVALUATION

Employee: _____ Position: _____

Supervisor: _____ Date of Evaluation: _____

RATING SCALE:
1 = Fails to meet minimum job expectation 2 = Meets job expectation N/A = Not applicable

RATING FACTORS:	**Circle Proper Rating**		
1. **QUALITY OF WORK:** The ability to produce work that satisfies or surpasses job requirements. Consider accuracy, completeness, thoroughness, neatness of work of produced.	1	2	N/A
2. **QUANTITY OF WORK:** Volume or amount of satisfactory work done.	1	2	N/A
3. **KNOWLEDGE:** Consider the employee's skills and understanding of all phases of the job.	1	2	N/A
4. **ADAPTABILITY:** Ability to learn, perform under changes and in emergencies, grasp detail, comprehend differences between important and trivial.	1	2	N/A
5. **WORK HABITS:** Organization of work, care of equipment, safety, industry.	1	2	N/A
6. **WORKING RELATIONSHIPS WITH STUDENTS AND OTHER EMPLOYEES:** Ability to get along with students and coworkers.	1	2	N/A
7. **DEPENDABILITY:** Degree to which employee can be relied upon to do the job without close supervision. Punctuality, attendance on the job.	1	2	N/A
8. **ATTITUDE:** Interest in work, willingness to meet job requirements and accept suggestions, loyalty to the organization, ethical conduct.	1	2	N/A
9. **PERSONAL APPEARANCE:** Physical capacity, neatness and grooming if appropriate, personal habits.	1	2	N/A

10. **JUDGEMENT:** Soundness of decisions, common sense.	1	2	N/A
11. **PROFESSIONAL DEVELOPMENT:** Consider employee's total growth during rating period.	1	2	N/A
OVERALL RATING: Should reflect the average of the rating.	1	2	N/A

COMMENTS:

1. What are employee's strengths:

2. What are employee's weaknesses:

3. Additional Comments:

This evaluation is based upon observation of the employee at the work site by the employee's evaluator, a review of district records, and personal knowledge of employee's performance collected by the employee's evaluator.

_____ _____
Employee's Signature Date

_____ _____
Evaluator's Signature Date

Signature acknowledges receipt and understanding of above evaluation, but does not necessarily indicate agreement.

SECTION 1300
FORMS APPENDIX:
STUDENTS

Completion of this form is required for each applicant for a transfer in order to apply the criteria of this policy. Failure to fully and truthfully complete and timely submit this form to the District will result in a denial of the transfer. Completion of this form will be in addition to completion of any form required by the State Board of Education. Answer each question for any student listed on the State Board of Education Transfer Application.

1. Full name of student as it appears on the student's birth certificate:

   _____

2. Date of student's birth: _____

3. Current address of student:

   _____

4. Full names of parents, legal guardians, or legal custodians of the student:

   _____

   _____

5. Educational history of the student:
   a. School district in which student currently resides: _____
   b. School in which the student is currently enrolled, if different from above: _____

      _____

   c. If the student has not exclusively attended the school district in which the student is currently enrolled, list the name of each school district and addresses, if known, in which student has ever been enrolled, list school, dates of attendance and grade completed upon leaving district: _____

      _____

      _____

6. Current or last completed grade of student: _____

7. Grade in which the student wishes to enroll:_____

8. Courses in which the student desires to enroll in each semester in the coming school year:

   _____

9. Has the student a disciplinary record for violating school Regulations?

Yes _____ No _____

If Yes: State School(s) in which each violation occurred and approximate date(s) of violation(s) for each student: _____

_____

_____

10. Has the student ever been suspended from school or placed in an alternative education program or setting for disciplinary reasons?

Yes _____ No _____

If Yes, state the school, the nature of the offense and approximate date student was placed in an alternative education program: _____

_____

_____

11. Has the student been adjudicated as a delinquent for an offense that is not a violent offense under relevant Oklahoma law?

Yes _____ No _____

If Yes, list the name of the court making the adjudication, the time of such adjudication, the nature of the offense, whether the student is still under any court supervision, and, if so, the name of the person overseeing the supervision: _____

_____

_____

12. Has the student been adjudicated as a delinquent for an offense that is a violent offense under relevant Oklahoma law?

Yes _____ No _____

If Yes: name the court making the adjudication, the time of such adjudication, the nature of offense, whether the student is still under any court supervision, and, if so, the name of the person overseeing such supervision: _____

_____

13. Has the student been convicted as an adult for an offense defined in relevant Oklahoma law as a violent offense?

    Yes _____ No _____

    If Yes: State the name of the court in which the conviction was entered, the time of the conviction, the nature of the offense, the sentence imposed, whether the student is still under any court supervision, and if so, the name of the parole officer or other supervisor: _____

    _____

14. Has the student been convicted as an adult for an offense defined in relevant Oklahoma saw as a violent offense?

    Yes _____ No _____

    If Yes: State the name of the court in which the conviction was entered, the time of the conviction, the nature of the offense, the sentence imposed, whether the student is still under any court supervision, and if so, the name of the parole officer or other supervisor: _____

    _____

15. Has the student committed on school property, in school transportation, or at a school event a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or others?

    Yes _____ No _____

    If Yes: State the district attended when the act occurred, the approximate date of the act, and describe what occurred: _____

    _____

16. Has the student possessed on school property, in school transportation, or at a school event an alcoholic beverage, low-point beer as defined by relevant Oklahoma law, a wireless telecommunication device, or been involved with missing or stolen property found to have been taken from a student, school employee, or the school during school activities?

    Yes _____ No _____

If Yes: State for each separate act, the district attended when the act occurred, the approximate date of the act, and describe the act: _____

_____

17. Has the student possessed on school property, while in school transportation, or at a school event a dangerous weapon or a controlled substance as defined by relevant Oklahoma law?

Yes _____ No _____

If Yes: For each separate act, state the district attended when the act occurred, the approximate date of the act, and describe what occurred: _____

_____

18. If the student has been identified as a child with a disability, this District will need to review all such records to make a reasonable determination of whether the District has the facilities, programs, staff, and space to implement the student's current or anticipated IEP, and, if preliminary approval of a transfer is made, to conduct the statutorily required joint IEP conference with the resident district. Is the student currently, or has the student been, a child with a disability who received an Individualized Education Program?

Yes _____ No _____

If Yes: Briefly describe the nature of the disability, the approximate time period in which the student has been or was under an Individualized Education Program (IEP), and the names of the school districts which implemented the student's IEP

19. Do you agree to complete the Consent For Release Of Confidential Information, State Department of Education Form II, allowing this District to review all educational records of the student from all previous schools attended by the student?

Yes _____ No _____

The undersigned, who is not a resident of this School District, recognizes:

1. That the undersigned student has a right by law to attend the school district of residence;

2. That the non-resident student desiring to enroll in this school district has no statutory right to attend this District;

3. That the District is not required to accept this transfer application, and,

4. That the District does not desire to accept a transfer of a student who will detract from the educational process of resident students or take the place of another transfer applicant who would not detract from that process.

The undersigned hereby agrees that if the District approves a transfer allowing the undersigned student to enroll in this School District, the administration of the District has the consent of the undersigned to cancel the transfer during the approved enrollment school year if:

1. The student fails to comply with student behavior rules set by the District or teacher;

2. The parent or student 18 years of age or older fails to promptly pay financial obligations owed to the District, including payments owed, but not limited to, school lunches and for lost or destroyed school property; or,

3. The student does not have a valid excuse for failure to attend school.

The undersigned also is informed that this consent to cancellation is a necessary component for continued enrollment after transfer acceptance, and thus the consent may not be withdrawn at any time in the future.

The undersigned also understands that although the administration will notify the parent or student 18 years of age or older of any cancellation, the undersigned understands and agrees that the determination of the administration that a cancellation is to be effected will be final, that the undersigned will have to right to appeal that determination to the Board of Education, and that after cancellation the administration will send the educational records of the student to the student's resident school district or to such other school district as the undersigned directs.

By signing this agreement I affirm that I have read and understand the above conditions concerning acceptance of the transfer application and my consent to district authority to cancel the transfer, if granted, for the reasons stated above.

_____ _____
Printed Name of Student Requesting Transfer Date

_____
Signature of Parent or Student (if student 18 or older)

TO: _____
(Principal)

_____
(School)

I am the parent with legal custody or the legal guardian of _____, a student attending this school. This student requires medication at intervals during the school day.

I hereby give my consent and authorize the school nurse, the School Secretary, the School Principal, or_____ (an employee of the School District designated by the school nurse, the principal, and me) to:

( ) Administer _____, a non-prescription medication which I am hereby supplying you, in accordance with the written instructions of the child's physician which is attached hereto.

( ) Administer _____, a filled prescription medication which I am hereby supplying you, in accordance with the directions for the administration of the medicine listed on the label of the vial.

( ) Administer _____, a filled prescription medication which I am hereby supplying you, in accordance with the written instructions of the physician prescribing the medicine, which is attached hereto.

I understand that under the 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 parent or guardian for civil damages for any personal injuries to the student which result from acts or omissions of school employees in administering the medicine I have hereby authorized.

_____ _____
Name of Parent/Guardian w/Legal Custody Signature

_____

_____ _____
Address Date

PARENTAL AUTHORIZATION
FOR STUDENT SELF-ADMINISTRATION
OF INHALED ASTHMA MEDICATION **1300.4**

The undersigned, _____, ("Parent") is the parent or legal guardian of _____, ("Student") who attends _____ _____ School.

By Parent's signature below, Parent understands and agrees to the following:

1. Parent hereby authorizes Student to self-administer inhaled asthma medication pursuant to the guidelines set forth in District Policy.

2. Parent has read, understands and agrees to the provisions and regulations of District Policy, *Student Self-Administration of Inhaled Asthma Medication*, and understands that violation of the terms and conditions set forth in that Policy by either Student or Parent may result in revocation of Student's permission to self-administer inhaled asthma medication at school.

3. Parent has provided to the District a written statement from Student's physician indicating that Student has asthma and is capable of, and has been instructed in the proper method of, self-administration of inhaled asthma medication.

4. Parent acknowledges the following statement:

   "The District, its employees and agents shall incur no liability as a result of any injury arising from the self-administration of medication by the student."

5. Parent has read, understands and agrees to the provisions and regulations of District Policy, *Dispensing Medications*, and understands that violation of the terms and conditions set forth in that Policy by either Student or Parent may result in revocation of Student's permission to self-administer inhaled asthma medication at school.

6. Parent has been given a copy of District Policy, *Student Self-Administration of Inhaled Asthma Medication*; a copy of District Policy, *Dispensing Medication* and any accompanying signed forms; and a copy of this signed Parental Authorization form.

_____
Signature of Parent or Legal Guardian

_____
Date

Internet Safety Agreement

The following is a contract between the student, parent or guardian, and the school system. Please read carefully before signing.

With access to such vast storehouses of information and instant communication with millions of people from all over the world, material will be available that may not be considered to be of educational value by the District or which is inappropriate for distribution to children. The District has taken available precautions, including but not limited to enforcing the use of filters that block access to obscenity, child pornography and other materials harmful to minors. However, on a global network, it is impossible to control all material and an industrious user may obtain access to inappropriate information or material. The District firmly believes that the value of the information and interaction available on the Internet far outweighs the possibility that students and employees may procure material which is not consistent with our educational goals.

It is all staff members' responsibility to educate students about appropriate online behavior, including interactions with other individuals on social networking sites/chat rooms, and cyber bullying awareness and response. This may be done in a variety of ways, such as once a year short training sessions, one-on-one education with individual students, and/or via educational handouts. It is also the responsibility of all staff members to monitor students' online activity for appropriate behavior.

As a student I agree to the following terms and conditions:

1. I will not use the Internet for transmission of any materials in violation any federal or state regulations. Transmission of copyrighted material threatening or obscene materials, materials protected by trade secrets, product advertisement or political lobbying is also prohibited.
2. I will refrain from using profanity and vulgarities on the Internet. I will not use the Internet for illegal activities.
3. I will not give my home address, location of my school, phone number or any personal information about myself or any other student or school personnel to anyone via the Internet.
4. I understand that use of e-mail or any other communications over the Internet are not private; any messages related to or in support of illegal activities may be reported to authorities.
5. I understand that I am prohibited from conducting any actions that may endanger my safety, or the safety of other students/staff members while using any component of the school's internet access and/or network (email, chat rooms, etc.).
6. I will not use the Internet in a way that would disrupt the use of the network by others.
7. I will respect the trademark and copyrights of materials on the Internet and assume anything accessed via the network is private property.
8. The school system and service provider are not responsible for any damages or losses resulting from using Internet services or information obtained from the Internet.
9. If you discover any way to access unauthorized information or defeat any security measures you must inform the lab teacher immediately. You must not share any unauthorized information with any other user.
10. Vandalism of any kind is prohibited.
11. These terms and conditions shall be governed and interpreted in accordance with the laws of the state and the United States of America.

12. I understand access to the Internet through the school district is a privilege. School authorities can deny any student access to the Internet at any time, and their decisions are final.

My instructor/school sponsor has explained the terms and conditions for using the Internet to me and I agree to abide by them

_____ _____
Student Printed Name Student Signature

_____
Date

I have read the above forms and conditions and understand that violation of these can result In the denial of Internet privileges. I also agree not to hold the school, state and local boards of education or the Internet provider responsible for the consequences resulting from the violation of these terms and conditions by the student

_____ _____
Parent/Guardian Printed Name Parent/Guardian Signature

_____
Date

Statement of Purpose and Intent

Participation in school sponsored extra-curricular activities at the Caney Valley School District is a privilege. Activity Students 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 drugs.

Drug use of any kind is incompatible with participation in extra-curricular activities on behalf of the Caney Valley Public School District. For the safety, health, and well being of the student of the Caney Valley Public School District, the Caney Valley Public School District has adopted the attached Activity Student Drug Testing Policy and the Student Drug Testing Consent Form for use by all participating students at the middle school and high school levels.

Participation in Extra-Curricular Activities

Each Activity Student shall be provided with a copy of the Activity Student Drug Testing Policy and Student Drug Testing Consent Form which shall be read, signed and dated by the student, parent or custodial guardian before such student shall be eligible to practice or participate in any interscholastic activities. The consent shall be to provide a urine sample: a) as part of their annual physical or for eligibility for participation; b) as chosen by the random selection basis; and c) at any time requested based on reasonable suspicion to be tested for illegal or performance-enhancing drugs. No student shall be allowed to practice or participate in any activity governed by the policy unless the student has returned the properly signed Student Drug Testing Consent.

_____
Student's Name

I understand after having read the "Student Activity Drug Testing Policy" and "Student Drug Testing Consent Form," that, out of care for my safety and health, the Caney Valley Public School District enforces the rules applying to the consumption or possession of illegal and performance-enhancing drugs. As a member of a Caney Valley extra-curricular interscholastic activity, I realize that the personal decision that I make daily in regard to the consumption or possession of illegal or performance-enhancing drugs may affect my health and well being as well as the possible endangerment of those around me and reflect upon any organization with which I am associated. If I choose to violate school policy regarding the use or possession of illegal or performance-enhancing drugs any time while I am involved in in-season or off-season activities, I understand upon determination of that violation I will be subject to the restrictions on my participation as outlined in the Policy.

_____ _____
Signature of Student Date

I have read and understood the Caney Valley Public School District "Activity Student Drug Testing Policy" and "Student Drug Testing Consent Form." I desire that the student named above participate in the extra-curricular interscholastic programs of the Caney Valley Public School District and I hereby voluntarily agree to be subject to its terms. I accept the method of obtaining urine samples, testing and analysis of such specimens, and all other aspects of the program. I further agree and consent to the disclosure of the sampling, testing and results as provided in this program.

_____ _____
Signature of Parent or Custodial Guardian Date

SECTION 1400
FORMS APPENDIX:
PUBLIC, PATRONS & PARENTS

I request permission to address the Board of Education on the following topic: _____

_____

_____

_____

_____

_____.

I have seen, read, understand and agree to abide by the District policy on addressing the Board at Board meetings.

_____ _____
Name (please print) Signature

_____ _____
Date Telephone number

_____

_____
Address

NOTE: Prior approval is required from the superintendent's office regarding availability of space desired.

Check One: ____School-affiliated event
____Cooperative event with the school
____Outside event

This is a contract (the "Contract") between the Caney Valley School District ("School District") and the Organization/Responsible person (jointly and severally) for the temporary use of the School District facilities (the "facilities") designated in this Contract as follows:

1. School:_____

2. Facilities (no other facilities will be provided unless checked:

___Auditorium
___Cafeteria dining room only
___Cafeteria w/kitchen facility
___Classrooms (see below)
___Gymnasium: Which one____
___Dressing room: Boys___ Girls___
___Other (Describe): _____

Number of classrooms needed: _____ Indicate room Nos._____

3. Date:_____Day of wk____Time: from___am/pm to ___am/pm

Date:_____Day of wk____Time: from___am/pm to ___am/pm

Date:_____Day of wk____Time: from___am/pm to ___am/pm

4. Purposes (list kinds of activities planned, i.e., recital, concert, etc.) _____

_____

5. Will you charge admission? Yes___ No___ How much?____

Anticipated attendance_____

6. Organization to use facilities: _____
Address:_____Telephone #_____

7. Responsible person: _____Telephone #_____

8. Special Services/Equipment: School District agrees to provide the following special services equipment:

Item	Additional cost	Initialed

(No special services/equipment will be provided unless the above is completed)

9. Agreed User Charge (Including special services/equipment):
$_____ Deposit $_____ Balance $_____

The balance of the user charge MUST BE PAID AT LEAST 72 HOURS IN ADVANCE OF DATE OF USAGE. If not paid, the facility will not be opened.

10. Organization agrees to provide proper crowd control/security.

The undersigned acknowledge receipt of the School District's rules and regulations governing the use of school buildings/facilities and agree to comply with said rules and regulations.

ANY ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO ARE A PART OF THIS CONTRACT.

Dated this _____ day of _____, 20__

ORGANIZATION	CANEY VALLEY SCHOOL DISTRICT
By: _____	By: _____
Title: _____	Title: _____

Organization/Responsible Person warrants and represents that it is authorized to sign this agreement and by signing this agreement binds itself, its affiliates, members, successors and assigns. "This agreement is terminable at the will of the School District upon thirty (30) days advance notice."

REQUEST FOR ADDITIONAL CANEY VALLEY SCHOOL EMPLOYEES
1400.3

CUSTODIANS

Number needed: _____
Rate of pay: _____ (per hour)
Number of hours to be worked: ____

FOOD SERVICE WORKERS

Number needed: _____
Rate of pay: _____ (per hour)
Number of hours to be worked: ____

LIGHTING TECHNICIANS

Number needed: _____
Rate of pay: _____ (per hour)
Number of hours to be worked: ____

SOUND TECHNICIANS

Number needed: _____
Rate of pay: _____ (per hour)
Number of hours to be worked: ____

OTHERS

Types of Workers: _____
Number needed: _____
Rate of pay: _____ (per hour)
Number of hours to be worked: ____

Organization agrees that the selection, approval and assignment of additional employees requested by Organization and/or Caney Valley Schools shall be made exclusively by Caney Valley Schools. Organization further agrees that compensation of any additional approved employees shall be made by Organization prior to the event.

Approved this _____ day of _____, 20__

ORGANIZATION

By: _____

CANEY VALLEY SCHOOL DISTRICT

By: _____

Title: _____ Title: _____

1. If the organization is to use any working kitchen equipment a cook must be hired. The cook will be responsible for the kitchen cleanup. The cook will be paid an hourly wage.

2. If the lunchroom supervisor and organization deem it not necessary to hire a cook. The organization is responsible for cleanup of all utensils used and the kitchen.

3. The organization is responsible for the setup and cleanup of the dining room.

4. Any organization which does not cleanup the dining or kitchen area will be charged a $50.00 cleanup fee.

5. Any organization which uses any working equipment in the kitchen after the determination that they would not use the equipment will be banned from the use of the lunchroom for at least one year.

6. Any problems in regard to breakage, maintenance, or mechanical difficulties should be reported in writing the next working day following the activity.

I agree to hire a cook for the event scheduled on _____at $_____an hour.

I will not need a cook for the event scheduled on _____.
I, _____, have read the rules above and agree to follow the rules for the use of the lunchroom.

_____/_____ _____
Organization Responsible Person Lunchroom Supervisor

CITIZEN'S REQUEST FOR RECONSIDERATION OF EDUCATIONAL MATERIALS

Your Name: _____

Telephone Number: _____

Address: _____

Type of Material:_____ Author: _____

Title: _____

Publisher (If Known): _____

After reviewing the material in its entirety, please answer these questions:

To what in the material do you object? Please be specific, citing pages, quotes, etc.: _____

_____

_____

_____

_____

For what age group would you recommend this material? _____

Is there anything good about this material? _____

Are you aware of the judgement of this material by professional critics? _____

What would you like your school to do about this material? Check any that apply.

Do not assign it to my child _____
Withdraw it from all students _____
Other _____ Please explain: _____

_____ _____
Signature of Complainant Date

(FOR OFFICE USE ONLY)

Librarian, Review Committee Chairman

Recommendations: _____

_____

_____

_____

_____

Principals/Superintendent

Recommendations: _____

_____

_____

_____

_____

School Board

Recommendations: _____

_____

_____

_____

_____

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

   _____

   _____

   _____

2. Date: _____

3. Phone numbers where I may be reached:

   Home _____

   Office _____

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

   _____

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____
Signature of Grievant

_____
Date

IF, AS A RESULT OF A DISABILITY, YOU NEED ASSISTANCE IN COMPLETING THIS FORM, PLEASE CONTACT THE DISTRICT'S ADA COMPLIANCE OFFICER FOR ASSISTANCE OR ACCOMMODATION.

PUBLIC RECORD ACCESS REQUEST
OKLAHOMA OPEN RECORDS ACT **1400.7**

TO: Caney Valley School District, Caney Valley, Oklahoma

1. Pursuant to the Oklahoma Open Records Act, the undersigned hereby requests access to the following School District records:

_____
_____
_____
_____

(Describe records as specifically as possible, attach additional sheets if necessary)

2. The undersigned requests access to the foregoing records for the following purpose:

_____
_____
_____
_____

3. If copies of the documents are requested, the undersigned agrees to pay _____ per page for copies. If a search is necessary to furnish the documents and if this request is solely for commercial purposes, the undersigned agrees to pay a search fee of $_____ per hour.

4. The undersigned is acting as representative or agent for _____.

_____
(Name)

_____
(Address)

_____
(Telephone Number)

_____
(Date)

Received by
_____School District
on _____, 20__.
Record Request No.____.

1. *To be filled out by the Sponsor and given to the Building Principal for review and approval.*

School name _____

Organization/class name _____

Purpose for fund-raising _____

Proposed date of fund-raising _____

Initial expense _____

Private company organization wishes to use (if any) _____

Profit Margin _____

Estimated profit (after expenses) _____

Calendar approval _____

Estimated length of fund-raiser _____

Comments _____

_____

_____
Principal Approval

_____
Date of Approval

2. *To be filled out by the sponsor after fund raising and given to the Principal and Activity Fund Custodian for audit purposes.*

Profit obtained (after expenses) _____

Total losses (if any) _____

Reason for losses - include donations _____

_____

Itemized expenses (attach additional sheets if necessary) _____

_____

_____
Received By:

_____
Date

(1) NAME_____DATE
(2) State in specific terms the reason for complaint.

(Use additional pages if needed)
(3) Name of teacher or supervisor complaint was made to according to step one of General Complaint Policy KL.

NAME_____DATE

(4) Name of Principal complaint was submitted to according to step two _____.

Date meeting held with principal

Date written response provided by principal
(Attach copy of written response)

(5) Date complaint filed with superintendent according to step three _____.

Reasons complaint filed with superintendent

Relief sought by complainant

Date written response of superintendent to appeal received _____ (Attach copy of written response)

(6) Date complainant filed an appeal to the clerk/secretary to the Board of Education according to step four _____.
(Attach copy of superintendent's response and appeal)

(7) Date to be heard by Board of Education _____.

FORM A

CANEY VALLEY SCHOOL

STEP #1

From:_____, Grieving Person

To:_____, Grievance Officer

Subject:
Date:
Description of happening: On_____Section #
of Title IX Policy, in my estimation, was violated in the following manner:

Signature

STEP #2 (To Be Used By Grievance Officer Only)

GRIEVANCE #_____
(to be assigned only if forwarded)

DATE FORWARDED:
RESPONSE TO GRIEVANCE:

_____

Signature of Grievance Officer

Date

Submit This Form in Triplicate - Original and Two Copies

APPEAL **Form B**

Caney Valley School

GRIEVANCE #
(assigned by grievance officer)

STEP #3

FROM:_____ Grieving Person

TO: _____ Superintendent or District Officer

SUBJECT:_____ *Type of Grievance

DATE:_____ *The Grievance Report (Form A) must be attached.

Signature

STEP #4

DATE APPEAL RECEIVED_____
DATE OF RESPONSE TO APPEAL
RESPONSE TO APPEAL:

Signature of Supt. or District Officer

Date

Form C **Caney Valley School**

Grievance #

STEP #5

FROM:_____, Grieving Person
TO: ___THE BOARD OF EDUCATION
SUBJECT: _____*

* Attach: Grievance Report (Form A)
Appeal (Form B)

Signature

STEP #6

DATE SECOND APPEAL RECEIVED
DATE OF RESPONSE TO SECOND APPEAL
RESPONSE TO SECOND APPEAL

Signature of President, Board of Education

Date

Submit This Form in Triplicate - Original and Two Copies.