

1.03 BOARD OF EDUCATION MEETINGS **(See also Parent/Guardian Concerns)**

Regular meetings of the Board are usually scheduled on the second Monday of each month at 5:00 p.m. in the Education Service Center. When special School Board meetings are deemed to be appropriate by the School Board, there will be an effort made by Board members and administrators to conduct those meetings on the fourth Monday of the month, insofar as possible.

A quorum consisting of a majority of the board membership present in person at the meeting site shall be necessary to conduct business at a meeting of the Board of Education. In the event a quorum is not present, the meeting shall be canceled.

Any person wishing to attend Board meetings in the capacity of an observer is entitled to do so and is welcomed by the Board of Education. Appropriate decorum should be exhibited by all spectators at all times. Clothing, signs, or any other items that communicate support for or opposition to any School Board issue will not be permitted.

The Open Meeting Law permits the public to view rather than participate in the meetings. The Board of Education or Superintendent may invite members of the public to speak at the regular Board meetings.

The Board may adjourn to executive session (excluding the public) for the purposes as described in the Oklahoma Open Meeting Act. Any vote or action thereon will be taken in a public meeting. The Board will hear and discuss any student disciplinary matters in executive session if requested by the student or his/her Parent's, attorney, or legal guardian in accordance with state statute.

The Board may allow a time for public input or statements to the Board. Guidelines for comments of citizens are listed as follows:

No person who has publicly announced or filed as a candidate for public office may use the citizens' comments portion of the School Board meeting as a forum for campaigning.

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

1. An issue in a pending lawsuit, complaint, or investigation filed with an outside agency, wherein the District, employee(s), or the School Board is party;

2. A pending grievance; a pending employee complaint filed with the District or an outside agency;
3. Complaint against individual employee(s);
4. Employee disciplinary action, suspension, demotion, non-reemployment, or termination; or a pending pupil suspension or appeal which may reach the Board of Education.

The Board reserves the right to permit only one (1) person to present the views of an organization or group. The Board reserves the right to limit the time and decorum of any citizen.

Hearing of the Public

Organizations, groups, or individuals may request to speak to the Board during the hearing of the public segment scheduled for all regular Board meetings and must be listed on the printed agenda. The request to speak to the Board must be submitted in writing, outlining the specific topic to be discussed.

A request to speak must be received by the Clerk of the Board by 4:00 p.m. on the Wednesday prior to the regular Board meeting date.

Topics for discussion must be specific in nature, as required by law for public meetings. The Board attorney may review items for discussion. The Board liaison will contact citizens by phone if the topic must be worded more specifically.

Five (5) minutes are allowed for each citizen to comment. If the Board asks questions of the speaker, the speaker's response time will not be included in the time limit. After the citizen(s) has presented his/her views, the floor will be closed to the public and opened for the Board only to ask questions, have discussion, or make comments.

Public Comments

The Board may allow public comments under a segment of the agenda. Such comments will be restricted to the specific agenda items that appear on the Board agenda for that meeting. The total time allowed for the public comments agenda item will be thirty (30) minutes, with a maximum time of five (5) minutes being allowed for each citizen to comment.

Citizens will be required to register fifteen (15) minutes prior to the starting time of the regular Board meeting with the Clerk of the Board, indicating the speaker and specific agenda item that will be discussed. Citizen comments will be considered on a first come, first serve basis.

1.03.1 BOARD OF EDUCATION NOTIFICATION OF MEETINGS

Notice of all meetings of the Board of Education shall be made in accordance with the Oklahoma Open Meeting Act.

Notice to County Clerk

Prior to December 15 each year, the Board of Education shall provide the county clerk a listing of the time, date, and place of all regular meetings for the coming calendar year.

Any change in the time, date, or place of a regular meeting shall be provided in writing to the county clerk at least ten days prior to implementing the change.

Notice of the time, date, and place of a special meeting shall be provided to the county clerk in person, in writing, or by telephone at least forty-eight (48) hours prior to the meeting.

Emergency meetings may be held without the required public notice if it is reasonably believed that delay would increase the likelihood of personal injury, property damage or immediate financial loss to the District. The person calling an emergency meeting shall give as much advance notice as is possible in person or by telephone.

Meeting Notices and Postings

A paper copy of the agenda will be publicly available at the Education Service Center. At least twenty-four (24) hours prior to a regular or special meeting, a meeting agenda shall also be posted on the District's website and emailed to those who have previously requested electronic meeting notifications. The agenda shall include the time, date, and place of the meeting and the business to be undertaken at the meeting. The calculation of the 24-hour period shall exclude Saturdays, Sundays, and holidays.

Electronic meeting notices will be provided free of charge to all individuals and organizations who have signed up in advance for this notice. Requests to receive electronic notices can be made by contacting the Clerk of the Board or Deputy Clerk of the Board.

Continuing Meetings

In the event any meeting of the board is to be continued or reconvened, public notice of the [vote](#), including the time, date, and place of the continued meeting, shall be given by announcement at the original meeting. Only matters appearing on the agenda of the meeting which is continued may be discussed at the continued or reconvened meeting.

Internet Website

A schedule and information about regularly scheduled meetings of the District's Board of Education will be available on the District's website. The information shall include the time, date, place, and agenda of each board meeting. When reasonably possible the District shall also provide information about the time, date, place, and agenda of any special or emergency meeting of the District's board of education.

Videoconference

In any instance in which the board, in accordance with the Open Meetings Act, will conduct a meeting by videoconference, its meeting notice and agenda shall indicate that the meeting will include videoconferencing locations and shall state the location, address, and telephone number of each available videoconference site. The notice and agenda shall also state the identity of each member of the Board of Education who shall participate in the board's meeting by videoconference and the specific site from which each member of the board shall be physically present and participating in the meeting. Executive sessions by videoconference are prohibited.

References: 25 Okla. Stat. §311; 74 Okla. Stat. §3106.2

Approved by the Board of Education February 2018
Revised by the Board of Education October 2021

1.11 COPYRIGHT AND PATENTS

(See also Use of Technology and Equipment; Internet Policy; Trademark)

It is the intent of Jenks Public Schools to adhere to the provisions of the copyright law (Title 17 of the U.S. Code) as they affect the District and its employees. While the law identifies some "fair use" provisions, it also defines specific restrictions on the reproduction of copyrighted materials. A copyright is a property right; willful infringement of a copyright can result in criminal prosecution. It is the position of Jenks Public Schools that copyrighted materials, whether they are print or non-print, will not be duplicated unless such reproduction meets "fair use" standards or unless written permission from the copyright holder has been received. Illegal copies of copyrighted materials may not be made or used on District equipment.

Congress has identified four (4) criteria to be balanced in considering questions of "fair use:" the purpose and nature of the use, including whether such use is of a commercial nature or is for non-profit educational purposes; the nature of the copyrighted work; the amount and importance of the portion used in relation to the copyrighted work as a whole; and the effect of the use upon the potential market for or value of the copyrighted work.

In an effort to discourage violation of the copyright law and to prevent such illegal activities, the Jenks Public Schools Copyright Policy will be printed in employee and student handbooks of the

District. Employees who willfully disregard the District's copyright position are in violation of Board policy; they do so at their own risk and assume all liability responsibility. The legal and/or insurance protection of the District will not be extended to anyone who violates the fair use standards of this policy.

Copyright protection applies to original works of authorship fixed in any tangible medium of expression, from which they can be perceived, reproduced, or otherwise communicated. Examples of copyrighted works include books, pictures, drawings, sound recordings, motion pictures, television shows, sheet music, and scripts. In general, the copyright protections that apply to printed materials also apply to visual and digital formats. Standardized tests are copyrighted and confidential and cannot be copied or given to parents/guardians. Parents/guardians may receive and review test scores.

Copyright law also addresses the use of videos in educational settings. For a video to meet copyright law, the use must meet all three (3) of the following criteria: The video must be legally made or acquired, and the use of the video must take place in a classroom or other place of instruction, and be directed by students or teachers of the institution in the course of face-to-face teaching activities. Works that are in the public domain are no longer under copyright protection or do not meet the requirements for copyright protection.

Any student or employee who creates or participates in the creation of a work in whole or part at the District or under District sponsorship or with the use of District course materials, facilities, funds, employees, or any other resources agrees to indemnify and hold harmless the District against any loss, damage, liability, or expense that it may incur as a result of the preparation, production, or distribution of such work, including but not limited to, any material in such work that infringes or violates any copyright, right of privacy, or any other right of any person, or is libelous, obscene, or contrary to law.

District Copyright Policy

Jenks Public Schools recognizes the importance of protecting its intellectual property rights in original works from unauthorized reproduction, distribution and public display or performance. It is the policy of the Board of Education to implement a copyright, ownership, and licensing policy as follows:

Institutional works are the exclusive property of Jenks Schools and may not be copied, distributed, publicly performed, or displayed or used in the preparation of derivative works without the prior written consent of Jenks Public Schools. Institutional works are original works of authorship created for school purposes in the course of and as part of the author's employment with the school or specifically commissioned by the District to be created by the author for the District's benefit.

Institutional works may include, but are not limited to, curriculum guides, curriculum materials, video or audiovisual productions, and works that depict interscholastic athletic, music, or other activity events, games, meets, matches, and performances.

Institutional works shall have the following notice attached to each authorized copy:

Copyright © 20__ Jenks Public Schools

All rights reserved. This material or parts hereof may not be reproduced or transmitted in any form without prior written permission from an authorized representative of the Jenks Public Schools.

The District may retain ownership of the institutional works as defined herein, but it may convey that ownership and shall have the exclusive right to retain or convey its copyright.

Patents

All discoveries and inventions, whether patentable or un-patentable, and including any and all patents based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or students of the District, either in the course and/or scope of employment with the District or that is created in whole or part with the use of District course materials, facilities, funds, employees, or any other resources of the District shall be owned by and be the sole property of the District and the member will assign and by participating in any activity which leads to any discovery and invention does hereby assign all of member's rights in and to the discoveries and inventions to the District.

The Superintendent or designee shall serve as the Copyright and Patent Officer for the District. The Officer will receive and act upon all requests for permission to copy institutional works or permission for performance or display rights. The Officer may approve any request for permission to reproduce, perform or display any institutional works for non-commercial or educational purposes. Any request for profit must be approved by the Board of Education.

Revised by the Board of Education January 2004

Revised January 2019

Revised October 2021

1.44.1 SAFETY/EMERGENCY MEDICAL SERVICES AT DISTRICT ATHLETIC EVENTS AND ACTIVITIES

As required by *Riley's Act*, the Athletic Director or designee shall coordinate with the emergency medical services provider that serves the area in which the District is located and develop a plan for the provision of emergency medical services at athletic events or activities held at District facilities.

This plan shall be reviewed and updated annually, as appropriate, and placed on file with both the District and the emergency medical services provider.

Reference: OKLA. STAT. tit. 70, § 27-104

Approved by the Board of Education October 2021

1.51 SOCIAL MEDIA

(See also Copyright)

The Jenks School District (“District”) encourages the appropriate use of social media as a method for communicating ideas and information, and as part of the educational mission of the District. The forms of electronic and digital communications change rapidly. This policy addresses common existing forms of electronic and digital communication (such as email, texting, blogging, social media posting, etc.) but is intended to cover any form of electronic or digital communication which utilizes a computer, phone or other digital or electronic device.

Official Use of Social Media

The Superintendent or designee has overall responsibility for creating the District’s official online presence. Unless specifically authorized by the Superintendent or designee, no District employee may create an official District presence on any form of social media, now in existence, or created in the future, or represent themselves as a spokesperson or authorized representative of the District.

The District may utilize social media to present information and content to the public and receive feedback from the public. Content and information released on social media is equivalent to content and information released to the media and the public in any other format, including press release, letter to the media, open letter to the public, etc. Care must be taken that content and information released to the public over social media is accurate, does not violate applicable laws (including, but not limited to, copyright, trademark and defamation law) or District policy.

In general, the District invites discussion of important ideas and issues through social media. However, the District reserves the right to remove posts or comments that are obscene, defamatory, offensive, contain threats of violence, abusive, spam or advertising, or unrelated to the content or information. The District also reserves the right to remove posts or comments that violate applicable laws including, but not limited to, copyright and trademark laws.

Professional Conduct

The District is committed to maintaining an environment in which all persons can interact together in an atmosphere free of all forms of harassment, exploitation or intimidation. Therefore, when communicating via social networks, employees are expected to act with honesty, integrity, and

respect for the rights, privileges, privacy, and properties of others. By doing so, employees will be abiding by applicable laws, District policy and the core values of the District.

The District prohibits abusive or offensive online behavior of employees at work or when engaged in work-related activities; likewise, District resources are not to be used in abusive or offensive ways. Also, the District discourages out-of-school online abusive or offensive behavior because of its potential to interfere with and disrupt working and student relationships.

Employees of the District are responsible for the material they publish online, as well as the messages sent via computers and wireless telecommunication devices. Any conduct that negatively reflects upon the District or consists of inappropriate behavior on the part of an employee may expose that employee to disciplinary action up to and including termination. Inappropriate behavior includes, but is not limited to, any activity that harms students, compromises an employee's objectivity, undermines an employee's authority or ability to maintain control of students, places the District in a false light, causes a likelihood of confusion as to whether the employee is speaking personally or as a District employee, or is illegal.

Expectations of Staff

District employees are role models and must exemplify ethical behavior in their relationships with students, clients, and other staff members. Online activity, including personal online activity, is public and is therefore a reflection on the District as an organization. Employees must exercise good judgment and common sense, maintain professionalism, and address inappropriate behavior or activity discovered on these networks. Inappropriate behavior or activity should be immediately communicated to a direct supervisor.

1. The line between professional and personal relationships can become blurred; therefore, District employees must exercise discretion and maintain professionalism when communicating with students via computers or electronic devices. Employees must limit this type of communication with students to matters concerning a student's education or extra-curricular activities for which the staff member has assigned responsibility. Excessive messaging or other social media communication to an individual student must be avoided.
2. Photos of and videos featuring students must not be posted on social media without the informed consent of a parent/guardian via the District Media Release Form.
3. Student photos may be submitted to the Director of Communications or designee for possible inclusion on official District social media accounts.
4. Externally communicating any confidential information or information related to the District not intended for public dissemination is always forbidden and may be

grounds for termination and legal action. Public information will be released through the Superintendent or designee.

5. Copyright and fair use laws must be respected at all times. Trademarks such as logos, slogans, and digital content such as art, music, or photographs, may require permission from the copyright owner. It is the responsibility of the employee to obtain written permission for any such trademarked content.

6. District employees are discouraged from sharing content or comments containing the following when it is directed at a colleague, parent, student, or citizen of the State of Oklahoma:

- a) Obscene sexual content or links to obscene sexual content;
- b) Abusive and bullying language or tone;
- c) Conduct or encouragement of illegal activity; and
- d) Disclosure of information which an agency and its employees are required to keep confidential by law, regulation or internal policy.

Content or comments of the type listed above are especially concerning when directed at or exchanged with a student and, as a result, may result in disciplinary action up to and including termination of employment and, in some instances, referral to law enforcement or licensing bodies.

1. The district is not interested in limiting an employee's ability to participate in personal social networks with a personal email address outside of the workplace. However, what is published on these sites should never be attributed to the district. Employees should make it clear that they are speaking for themselves. Furthermore, even if employees do not mention the district, that information is readily ascertainable and could reflect poorly upon the employee and the district. Employees are encouraged to use common sense when making online comments, even if they intend for those to be purely personal in nature.
2. Employees are cautioned to be aware of their association with the district online social networks. If an employee identifies themselves as a district employee, the employee should ensure their profile, photographs, and related content are consistent with how the employee wishes to present themselves with colleagues, students, parents/guardians, and others.

Personal Use of Social Networking Sites

Employees are personally responsible for all comments/information and hosted content published online. Employees should always be mindful that social media posts like tweets and status updates will be visible and public for an extended time.

1. By posting comments, having online conversations, etc. on social media sites, employees should remember that they are broadcasting to the world;

accordingly, they should be aware that even with the strictest privacy settings, what one “says” online should be within the bounds of professional discretion. Comments expressed via social networking pages under the guise of a “private conversation” may still be shared by others in a more public domain.

2. Comments related to the district, its employees, and district events, should always meet the highest standards of professional discretion. Employees should always assume that every one of their postings is in the public domain.
3. Before posting personal photographs, employees should first consider how the posted images reflect on an employee’s professionalism.
4. All district employees who choose to utilize Facebook, TikTok, Twitter, Instagram or any other social media platform to provide classroom or extracurricular activity information to students and parents must create a “teacher” page, and posts must be exclusively about classroom or school activities.

Staff-Student Relationships

Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate. Examples of unprofessional relationships include, but are not limited to: employees fraternizing or communicating with students as if employees and students were peers, e.g. writing personal letters or emails; “texting” students; calling students on a cell phone or allowing students to make personal calls to them unrelated to homework or class work; sending personal or inappropriate pictures to students; discussing or revealing to students personal matters about their private lives or inviting students to do the same (other than professional counseling by an assigned school counselor); and engaging in sexualized dialogue, whether in person, by phone, via the Internet or in writing.

Employees who post information on Facebook, Twitter or other similar platforms that include inappropriate personal information such as, but not limited to, provocative photographs, sexually explicit messages, use of alcohol, drugs or anything students are prohibited from doing must understand that if students, parents or other employees obtain access to such information, the employee’s actions will be investigated by district officials; if warranted, an employee will be disciplined up to and including termination, depending on the severity of the offense, and may have their case forwarded to the Oklahoma State Department of Education for review and possible sanctions.

Accountability

All staff are expected to serve as positive ambassadors for the District and appropriate role models for students. Failure to do so could put an employee in violation of District policy. All District employees are required to abide by this policy. This guidance and emphasis on personal judgment is provided because violation of district policies and procedures may result in disciplinary action

up to and including termination of employment. All employees who have reason to believe that their on-line conduct has generated public or media attention are expected to immediately report their activity and the attention generated to their supervisor.

Approved by the Board of Education June 2018

Revised January 2019

Revised May 2020

Revised October 2021

1.52 Streaming/Broadcasting Rights

Notwithstanding any policy of a school athletic association, in all of the District's regular season high school athletic competitions, the visiting team shall have the same rights to radio broadcast, video stream, and provide telegraphic play-by-play accounts as the District (home team), as long as the visiting team has either of the following:

1. A valid agreement to broadcast, video stream and/or provide telegraphic play-by-play accounts between a media organization and the school's board of education; or
2. The visiting team has a curricular program for students that typically provides streaming for the team's home games.

A school athletic association is any private organization or association which charges the school or school district a membership fee, retains a portion of revenue generated by the interscholastic activities or contests of the member schools, and provides the coordination, supervision, and regulation of the interscholastic activities and contests of the member schools.

Reference: Okla. Stat. Tit. 70, § 27-105; Okla. Stat. Tit. 70, § 27-102

Approved by the Board of Education October 2021

2.05 CERTIFIED SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT

(*See also* Reduction in Professional Staff)

Suspension, dismissal, and nonrenewal of teachers shall be as provided by law and in accordance with applicable regulations of the Oklahoma State Department of Education (OSDE).

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

- B. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
- C. "Non-reemployment" means the nonrenewal of a teacher's contract upon expiration of the contract.
- D. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or non-reemployment.
- E. "Career teacher" means a teacher who:
 - i. was employed by the district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years in such capacity in the district under a written teaching contract; or
 - ii. was first employed by the district during or after the 2017-2018 school year under a written teaching contract and:
 - completed three (3) consecutive, complete school years in the district and has an evaluation rating of "superior" for at least two (2) if those years; or
 - completed four (4) consecutive, complete school years in the district with averaged rating of "effective" or higher for the four (4) year period with ratings of at least "effective" for the last two (2) of the four (4) years; or
 - completed four (4) consecutive, complete school years in the district and was granted career status by the board of education after the applicable principal and superintendent petitioned the board to grant the teacher career status. (The principal's petition must specify the facts which support granting career status.)
- F. "Probationary teacher" means a teacher who:
 - i. was employed by the district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the district under a written teaching contract; or
 - ii. was employed by the district during or after the 2017-2018 school year under a written teaching contract and has not met the requirements to be a career teacher as described above.
- G. "Abandonment of contract" means a teacher's failure to report at the beginning of the contract term or otherwise perform the assigned duties when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the employment contract.
- H. This policy does not apply to:
 - i. substitute teachers,
 - ii. adult education teachers or instructors,
 - iii. nonrenewal of teachers employed on temporary contracts for a complete year;

- iv. nonrenewal and dismissal of teachers employed on temporary contracts for less than a complete school year.
 - v. administrators, except with regard to service in an instructional, non-administrative position.
 - I. This policy does apply to teachers employed in positions *fully funded* by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but not in regard to "non-reemployment" at the expiration of the grant.
- 2. Grounds for Dismissal or Non-reemployment
 - A. A career teacher may be dismissed or not reemployed for:
 - i. willful neglect of duty,
 - ii. repeated negligence in performance of duty,
 - iii. incompetency,
 - iv. unsatisfactory teaching performance,
 - v. instructional ineffectiveness (starting in 2017-1018 this includes but is not limited to being evaluated as "needs improvement" or lower for 3 consecutive years),
 - vi. mental or physical abuse to a child,
 - vii. commission of an act of moral turpitude,
 - viii. abandonment of contract,
 - ix. criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,
 - x. failure to meet local school board staff development requirements (non-reemployment only),
 - xi. engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate, or
 - xii. any other grounds hereafter allowed by law.
 - B. A career teacher shall be dismissed or not reemployed for
 - i. conviction of a felony,
 - ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions, or
 - iii. instructional ineffectiveness. Starting in 2017-2018, this includes teachers with an ineffective rating for 2 consecutive school years.
 - C. A probationary teacher may be dismissed or not reemployed for cause, including but not limited to engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate. Starting in 2017-2018, cause includes, but is not limited to, an ineffective rating for 2 consecutive school years or failure to obtain career status in 4 years.

- D. A probationary teacher shall be dismissed or not reemployed for:
 - i. conviction of a felony,
 - ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,
- E. A cause listed 2A(i) - (v) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless corrective action procedures have been followed. Dismissal or non-reemployment for any cause not listed in 2A(i) - (v) for a career teacher, or not related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.
 - iv. The District will not prohibit, or take disciplinary action against, a teacher for:
 - a. Disclosing public information to correct what the teacher reasonably believes evidences a violation of the Oklahoma Constitution or law or rule promulgated pursuant to law;
 - b. Reporting a violation of the Oklahoma Constitution, or state or federal law; or
 - c. Taking any of the above actions without giving prior notice to the teacher's supervisor or anyone else in the teacher's chain of command.

Reporting means providing a spoken or written account to a supervising teacher, administrator, school board member, representative from the State Department of Education, law enforcement official, district attorney and/or parent or legal guardian of a student directly impacted by the actions.

The District may discipline any teacher who violates a student or parent/legal guardian's confidentiality rights and protections pursuant to the Family Educational Rights and Privacy Act (FERPA) and any other state or federal law which requires confidentiality of information concerning students.

3. Procedures for Dismissal or Non-reemployment

A. Commencement of Action

- i. Whenever the superintendent determines cause exists for a district teacher's dismissal or non-reemployment, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the specific ground(s) (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommendation is based.

- ii. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation as to reemployment of a teacher, the board may initiate dismissal or non-reemployment action without a recommendation provided that it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

B. Suspension

Whenever the superintendent believes cause exists for a teacher's dismissal and that the immediate suspension of the teacher would be in the best interests of students, 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 teaching contract or law. Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal pursuant to this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated, except such extension shall not include any appeal process.

C. Notice and Hearing

- i. Prior to taking action to dismiss or non-reemploy a teacher, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the grounds and underlying facts if the board is acting on its own volition) and notice of hearing rights to the affected teacher. The notice shall contain the date, time, and location of the hearing and shall be delivered by (i) certified mail, restricted delivery, return receipt requested; (ii) personal delivery, with a signed acknowledgment of receipt from the teacher; or (iii) process server. Delivery must be made to the teacher prior to the first Monday in June for a non-reemployment. The hearing shall be held between 20 and 60 days from the teacher's receipt of the hearing notice.
- ii. The teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in the paragraphs below.
- iii. The hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or non-reemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the teacher have

fully presented their respective positions, the board of education shall deliberate on the evidence regarding the teacher's dismissal or non-reemployment in executive session.

- iv. At the hearing, the teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the teacher desires to offer. The burden of proof for any dismissal or non-reemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.
- v. After due consideration of the evidence and testimony presented at the teacher's hearing, the board shall vote, in open session, on the following: (1) findings of fact based on the evidence submitted and (2) whether to dismiss or non-reemploy the teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and non-appealable. The motion to dismiss or non-reemploy the teacher should state the specific cause for dismissal or non-reemployment, although such cause need not be a statutory cause for a probationary teacher.
- vi. The teacher shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process. The notice shall state the basis for the board's decision.
- vii. The teacher shall receive any compensation or benefits to which the teacher is entitled until such time as the board's decision is final. If the teacher's hearing is for non-reemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the teacher's current contract.

D. Criminal Matters

Whenever the superintendent (or board) makes a recommendation for a teacher's termination based on conduct which could form the basis of criminal charges sufficient to warrant revocation of the teacher's certificate, the superintendent shall forward a copy of the recommendation to the Oklahoma State Department of Education and the teacher at the conclusion of any due process provided to the teacher or upon acceptance of the teacher's resignation.

4. Teachers with a Suspended Certificate

A teacher whose certificate has been suspended by the State Board of Education pursuant OKLA. STAT. tit. 70, Section 3-104 and OKLA. STAT. tit. 75, Sections 314 and 314.1 shall be placed on paid suspension while proceedings for revocation or other action are pending before the State Board of Education. During the time the teacher's certificate is suspended, the District may initiate due process procedures in accordance with OKLA. STAT. tit. 70, Section 6-101.20 *et. seq.*

2.09 CLASSIFIED (SUPPORT) EMPLOYEE SUSPENSION, DEMOTION, TERMINATION, OR NON-REEMPLOYMENT

(See also Classified Evaluation Program)

- “Classified employee” shall mean an employee of the District who provides those services not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the District.
- “Full-time classified employee” shall mean a classified 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 District for a minimum of one hundred seventy-two (172) days per year.
- “Suspension without pay” shall mean the temporary denial of a classified employee’s right to work and receive any pay and other benefits during the term of the suspension. “Suspension without pay” may be used as a disciplinary measure as provided for in this policy or as a suspension pending investigation as provided for in this policy. If a final decision is made under the procedures stated below that a suspension without pay was improper, the classified employee shall receive full pay and other benefits for the period of suspension, provided that nothing herein shall entitle the classified employee to compensation or other benefits past the date of expiration of the classified employee’s contract.
- “Suspension with pay” may occur in those situations in which the Superintendent or designee, or a supervisor of the classified employee perceives a significant hazard in keeping the classified employee on the job, in which event the classified employee may be asked to immediately leave the District’s premises and the classified employee is temporarily relieved of his/her duties pending a hearing as specified below.
- “Demotion” shall mean a reduction in pay during the term of the classified employee’s contract. “Demotion” shall not mean a change in job description or work assignment or duties.
- “Termination” shall mean the discharge of the classified employee from his/her employment with the District during the term of his/her contract and does not include the cessation of employment upon expiration of the classified employee’s contract.

A full-time classified employee who has been employed by the District for more than one (1) year shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in this policy, “cause” shall also specifically include lack of funds or lack of work.

Any classified employee who has been employed by the District for less than one (1) 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.

A classified employee may be suspended, demoted, terminated or non-reemployed for causes including, but not limited to, the following list of violations, rules, and regulations:

- inappropriate verbal or physical interaction with students or staff; immoral conduct or indecency including abusive and/or foul language; harassment, threatening, intimidating, coercing or interfering with employees or supervisors at any time; threatening, intimidating, coercing or exploiting students or others connected with the District; wrongdoing or dishonesty of any kind, including withholding pertinent information from a supervisor; violation of a law or regulation; sexual harassment of an employee, a student or a third party such as a patron or vendor; engaging in discriminatory conduct (including discrimination based on race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status, or age) against an employee, student, or third party;
- improper time card and clock activities; clocking in or out on another employee's time card or time sheet; abuse of "breaks" (rest periods) or meal period policies; excessive tardiness and/or absenteeism; excessive or unexcused absenteeism for any reason; chronic tardiness; unexcused failure to be at work station at starting time; leaving work station without authorization for any reason; unauthorized absence from work station during working hours; wasting time or loitering during working hours; walking off job or abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6-month period without following the proper reporting procedures); misuse or abuse of any school district leave policy or guidelines;
- unauthorized or inappropriate use of electronic equipment; excessive personal calls during working hours, except for emergencies (this includes incoming and outgoing calls); excessive electronic communication, including text messaging and internet usage;
- smoking or using tobacco products in an unauthorized area, including the use of e-cigarettes, personal vaporizers and other similar devices, regardless of whether those devices are used with cartridges containing nicotine; possession, consumption or reporting to work under the influence of beer, alcoholic beverages, non-prescribed drugs, or controlled dangerous substances; possession of weapons on school premises, in school district vehicles or while on duty;
- refusal or failure to do work assignment or follow instruction of work supervisor; unsafe operation of motor vehicles, machines or equipment, and disregard of known safety rules or common safety practices during performance of any task; unauthorized operation of machines, tools, or equipment; poor performance; distracting the attention of others; creating disturbances on the premises at any time including but not limited to engaging in quarrelsome behavior and fighting; creating or contributing to unsanitary conditions; violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others; actions or omissions that jeopardize the health, safety, life or property of self or others; operating

machines or equipment without using the safety devices provided, intentional act or omission which constitutes a material or substantial breach of job duties, responsibilities or obligations;

- falsification of personnel or other records; making or publishing false, vicious, or malicious statements concerning any employee or supervisor; sabotage; gambling, lottery, or any other game of chance on District property; practical jokes injurious to other employees, students, or District property; removing, abusing, misusing, or defacing of District, employee or student property; removing District property or records from District premises without authority; theft or misappropriation of property of employees, students, or of the District; unauthorized posting, removal, or distribution of printed matter on District premises;
- violation of a law or regulation; conduct which the employee knew or should have reasonably known was a violation of school rules or policies;
- refusal of job transfer within the District, if transfer does not result in a demotion; insubordination of any kind; violation of any District rule, policy, or administrative order; receiving two (2) admonishments, verbal or written, for any misconduct within sixty (60) days, or receiving three (3) admonishments, verbal or written, for any misconduct within six (6) months.

When it is in the best interest of the District, any classified personnel may be suspended, demoted, terminated or non-reemployed.

Procedures for Suspensions Without Pay, Terminations, and Demotions

Any full-time classified employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action, the full-time classified employee shall receive the following hearing rights:

1. The Superintendent or designee shall orally advise the classified employee of the cause or basis for the proposed disciplinary action;
2. The Superintendent or designee shall explain to the classified employee the evidence against the classified employee;
3. The Superintendent or designee shall allow the classified employee an opportunity to present his/her side of the matter.

After the classified employee is afforded the above hearing rights, the Superintendent or designee may take any of the following actions:

1. Suspension without pay for ten (10) working days or less as a disciplinary measure;
2. Suspension without pay pending investigation as to whether cause exists for the termination of the classified employee;
3. Demotion of the classified employee;
4. Termination of the classified employee; or
5. No disciplinary action is appropriate.

If a classified employee is suspended without pay pending an investigation as to whether termination is appropriate then within five (5) working days after the effective date of the suspension without pay such investigation must be completed and the Superintendent or designee shall afford the classified employee a second hearing with the same hearing rights as set forth in this policy.

After the second hearing, the classified employee shall either be reinstated with back pay and other benefits, suspended without pay as a further disciplinary measure not to exceed a total of ten (10) working days including the initial days of suspension without pay, demoted or terminated.

The classified employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the procedures for appeal to the Board of Education below.

Procedures for Non-Reemployment

Prior to being non-reemployed, a full-time classified employee who has been employed by the District for more than one (1) year shall be entitled to the following hearing rights:

The Board of Education, Superintendent, or designee shall advise the classified employee, in writing, of the Board's intention not to reemploy the classified employee for the subsequent fiscal year;

The written notification shall set out the cause(s) for such action;

The classified employee shall have the right to contest his/her non-reemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education below.

Procedures for Appeal to the Board of Education

After any suspension without pay, or prior to the effective date of any demotion or termination during the term of his/her contract, the classified employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided. All notices shall be hand-delivered or sent to the classified employee by certified mail at the address of the classified employee shown on the school records.

A classified employee who has been notified in writing of his/her suspension without pay, demotion or termination during the term of his/her contract or non-reemployment may notify the Clerk of the Board of Education within ten (10) working days of hand-delivery or, if mailed, the postmark on the notice if the classified employee desires a hearing before the Board of Education. If the classified employee fails to notify the Clerk of the Board of Education in writing within ten (10) working days of hand-delivery or the postmark on the notice that the classified employee

requests a hearing, the classified employee shall be deemed to have waived the right to a hearing and the suspension without pay, demotion or termination action shall be final and the Board may take final action to non-reemploy the employee without further notice or hearing rights. All notices required herein shall be hand-delivered or mailed by certified mail. The date of hand-delivery or postmark shall be used to determine the timeliness of the notice.

Hearing Before Board of Education

Upon timely notice as set forth above, the classified employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the classified employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the classified employee's request.

It is the intent of the Jenks Board of Education to provide two and one-half (2 1/2) hours (total time) for the opening statement, presentation of evidence, cross-examination, and closing statement for each side in a classified employee due process hearing. If the representative of either side desires additional time, rationale for that additional time shall be provided to the School Board at the beginning of the hearing process. Both sides and individual Board members may address this issue. The Board will consider the request and vote to set a reasonable time for each side based on the information provided by the parties and the totality of the circumstances. To the extent possible, the Board will seek to obtain an agreement from the parties as to a reasonable time limit. Appropriate decorum should be exhibited by all spectators at all times. Spectators are permitted to silently observe the proceedings, since a personnel hearing is a quasi-courtroom setting. Clothing, signs, or any other items that communicate support for any issue to be decided by the Board will not be permitted.

At the hearing before the Board of Education, the classified employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the classified employee desires to offer. The hearing shall be conducted in open session. The hearing shall commence with a statement to the classified employee of his/her rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the classified employee's suspension without pay, demotion, termination or non-reemployment. The burden of proof shall be upon the school administration. The classified employee shall then have the right to present his/her side of the matter.

After both the school administration and the classified employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall announce its finding and decision immediately in open session by individual voice vote.

The decision shall be made by a majority of the Board of Education members present at the meeting.

As to suspension, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the classified employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the Board may reemploy or non-reemploy the employee for the subsequent fiscal year.

The decision of the Board of Education at the hearing shall be final and non-appealable.

Revised by the Board of Education May 2006

Revised May 2007

Revised May 2011

Revised June 2013

Revised June 2015

Revised April 2016

Revised June 2017

Revised June 2018

Revised August 2020

Revised May 2021

Revised October 2021

2.18 EMPLOYEES INFECTED WITH COMMUNICABLE DISEASES **(See also Safety and Hazards in the Workplace; Bloodborne Pathogens)**

The Board is strongly committed to providing a safe working environment for employees and students in relation to communicable diseases, while maintaining the dignity and privacy of individuals infected with communicable diseases.

Current research indicates that the risk of transmitting HIV/AIDS and other communicable diseases is low in the school setting when appropriate procedures are followed. All school employees are required to follow the district's Bloodborne Pathogen Exposure Control Plan at all times when there is a potential for exposure to any bodily fluid. In accordance with state law, teachers and administrators who work with students in fifth through twelfth grades will complete an annual professional development regarding bloodborne pathogens.

Information regarding an individual's communicable disease status will be maintained in a separate confidential file and will only be disclosed in compliance with Oklahoma law.

Information about an individual's communicable disease status will not be included in the individual's regular personnel records.

Communicable Diseases for Which Isolation or Quarantine is Required

No employee having a communicable disease, requiring a period of isolation or quarantine, shall enter or remain at a district school site. This shall be in effect until the order for quarantine or isolation has expired or permission for entry and return to the school site and activities has been given by the Tulsa Health Department or Oklahoma State Department of Health.

Employment

No individual will be denied employment or have his/her contract non renewed based solely on his/her status as an individual infected with a communicable disease.

Reference: OKLA. STAT. tit. 63, § 1-507 (2021)

Revised by the Board of Education November 1996
Revised October 2021

2.28.2 EPIDEMIC LEAVE

Classified (support) employees who are full-time employees of the District, as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, and who are also employed a minimum of one hundred seventy-two (172) days, shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.

Approved by the Board of Education October 2021

2.33 PAY

The Jenks District requires all employees to be paid by direct deposit into the employee's bank account. If an Employee encounters difficulty obtaining a bank account for direct deposit, the District shall work with the employee to set up an account at the District's bank. Direct deposit of payroll funds will be made in accordance with the District's payroll schedule for the current year.

Approved by the Board of Education June 2008
Revised July 2014
Revised October 2021

3.01 ACADEMIC CREDIT

The District will provide students/families with regular notice of the academic standards required to graduate from the District. This information will be distributed annually to middle and high school students during the enrollment process and in student/parent handbooks and will include details regarding:

- Number and types of credits needed to graduate;
- Minimum enrollment requirements;
- Standardized assessments;
- Proficiency based promotion; and
- Concurrent enrollment options.

Students/families are expected to work with the assigned counselor to ensure that their student meets all the necessary requirements for successful completion of the District's program.

Internships, Apprenticeships, and Mentorships

High school sophomores, juniors, and seniors may also obtain up to one (1) unit of elective credit per semester by participating in an internship, apprenticeship, or mentorship experience. The following requirements must be met in order to participate:

- The student must make advance arrangements with the Jenks High School Associate Principal or designee. These arrangements must address, at a minimum, issues such as the experience's learning objectives and evaluation, scheduling, and other issues which the Associate Principal or designee deems appropriate to the situation.
- The students' parent/guardian must consent, in writing to program participation
- The student and his or her parent/guardian must assume responsibility for all transportation to and from the program site.
- The student's participation in the program must not create scheduling conflicts, excessive absences, or otherwise impede the student's overall academic progress.

Program sites are required to agree in advance to adhere to reasonably accepted safety standards, conform to the District's non-discrimination commitment, supervise the student in a meaningful experience, and regularly evaluate the student's performance.

A fully-completed, written program plan must be on file with the Associate Principal or designee prior to the student's first day of participation in the program.

Approved by the Board of Education May 2017

Revised June 2018

Revised October 2021

3.09 COMMUNICABLE DISEASES

(See also Bloodborne Pathogens)

A student afflicted with a communicable or contagious disease shall be prohibited from attending school in the District until free from the disease, or until a plan for management of the case has been formulated which will adequately protect other students and employees in the school environment against transmission of the disease. No student having a communicable disease, requiring a period of isolation or quarantine, shall enter or remain at a District school site. This shall be in effect until the order for quarantine or isolation has expired or permission for entry and return to the school site and activities has been given by the Tulsa Health Department or Oklahoma

State Department of Health. It is the parent/guardian's responsibility to notify the site nurse's office if a child has been diagnosed with a communicable disease.

The Board of Education may require a physician's certificate stating that any student is physically and/or emotionally able to attend classes. Refer to Health Services Policy Book for specifics about physical conditions.

Reference: OKLA. STAT. tit. 63 O.S. 2011, Section 1-507

Revised by the Board of Education May 2007

Revised October 2021

3.28 MEDICATION IN SCHOOL

In accordance with Oklahoma Statutes, the Board of Education permits the self-administration of inhaled medication by a student for treatment of asthma and anaphylaxis, self-administration of replacement pancreatic enzymes to treat cystic fibrosis, and self-application of sunscreen. Students diagnosed with seizure disorders will have a seizure action plan that follows provisions outlined in OKLA. STAT. tit.70 §. 1210.183, *Seizure Safe Schools Act*. Students may also attend to the management of their diabetes medical management plans and seizure action plans under the guidance of the school nurse. Specific requirements for approval of self-administration of these medications are addressed in the student handbooks.

Revised by the Board of Education December 2005

Revised June 2009

Revised May 2012

Revised January 2019

Revised May 2020

Revised October 2021

3.32 NOTIFICATION OF THREAT TO SELF OR OTHERS

A parent/guardian is to be notified when it has been determined by the appropriate staff members that a student has disclosed or is suspected of suicidal intentions or of causing harm to others. A collaborative school team or a team representative will meet as soon as possible with the student to make an assessment concerning the severity of the situation and to provide information to the student's parent/guardian. In order to ensure the safety of the student and other students, the team or representative may advise the parents/guardians to seek assistance outside of school. A list of agencies and emergency numbers will be made available. The District is not responsible for providing these services. The District shall provide staff with required training in suicide awareness and prevention, and in the reporting of student drug abuse in compliance with OKLA. STAT. tit. 70, § 24-100.7.

At the discretion of the school team, or team representative, parents/guardians will be requested to sign a Student Referral for Initial Assessment form indicating that they have been informed and are responsible for providing appropriate measures to ensure the student's safety and the safety of other students.

The failure of parents/guardians to provide professional support may result in school officials reporting negligence to the Department of Human Services and/or recommending that the student not return to school until his/her safety or the safety of others is assured.

Revised by the Board of Education June 2000

Revised July 2014

Revised October 2021

3.45 STUDENT RESIDENCY (*See also*-Transfer Policy)

The purpose of Jenks Public Schools is to serve the educational interests of students residing within the District boundaries. This includes homeless students, students who are not documented citizens, and students whose parents/guardians are not documented citizens. The District will not inquire into a student or parent/guardian's citizenship status as a part of enrollment and will only use information regarding a student's living situation to better serve the student.

Definitions

"Residence," "residency" and "legal residence" mean the student's present place of abode, provided that it is a place where important family activities (such as sleeping, eating, working, relaxing, and playing) take place during a significant part of each day. Mere presence alone is not sufficient to establish residency. Documentary evidence that may be submitted to establish residency is identified below.

Person having legal custody" means a person who is legally responsible for the care of the child pursuant to the order of a court or placement by a governmental agency responsible for making custody determinations and/or placements.

As used in this policy, the phrase "permanent care and custody" means a person who has assumed the care and custody of the child on a continuous and ongoing basis with the intent not to relinquish such care and custody until the child reaches age 18.

Basic Residency Requirements

State law provides that a child's residence for school purposes is the District in which the (1) parents, (2) guardian, or (3) person having legal custody of the child holds legal residence. Children who are foster children are granted residency in the District if they attended the District prior to

entering foster care, if their current/prior foster family is/was a resident of the District, or if another child in their current foster home attends school in the District pursuant to a transfer. The District does not permit students to establish residency based on the mere affidavit of a person who has assumed permanent care and custody of the child under Okla. Stat. Tit. 70§ 1-113 or based on an attorney in fact affidavit under Okla. Stat. Tit. 10§ 700.

Procedures for Resolving Residency Disputes

The District recognizes there may be occasions when there is a dispute regarding residency. Upon enrollment in the school system the District will verify the student is a resident of the District or is otherwise entitled to attend school in the District for any reason authorized by law. As a part of this verification process, the District will obtain an address from each student or the student's parent, guardian, person having legal custody of the child. In providing an address to the District that is within the District's boundaries the student and student's parent, guardian, or person having legal custody of the child represent that this address is the student's residence. The District may also require, in order to verify residency, certified copies of court orders, guardianship documents, written agreements and any other information deemed relevant by the District.

If at any time an administrator of the District has a reasonable belief that the reported residence may not be the residence of the child for purposes of school attendance, the administrator shall notify the student's parent, guardian, or person having the care and custody of the child that there is a question regarding the legal residency of the student. The student's parent, guardian, or person having legal custody of the child shall be given an opportunity to submit information regarding the student's residency to the District's Residency Officer. All notices required by this policy shall be in writing. Additionally, reasonable alternative arrangements for documenting communications will be made for those persons who are visually impaired or otherwise unable to communicate in writing.

Information or documentation to prove student residency in the District shall include but not be limited to proof of provisions of utilities, payments of ad valorem taxes, local agreements or contracts for purchasing/leasing housing, driver's licenses, income tax returns, notes, mortgages, divorce decrees, contracts and any other source of proof which is not in conflict with statutory provisions relating to the residence of students.

Any question or dispute as to the residence of a student not deemed to be a "homeless student" shall be determined by the District Residency Officer, the Superintendent or designee, or the District's Board of Education pursuant to the following procedures:

1. The student's parent, guardian, or person having legal custody of the child must notify the District Residency Officer in writing of the review request within five (5) calendar days from the date of written denial of admittance or from the date of written notification that

the student is considered not to be a resident of the District. Upon receipt of a request for review, the District Residency Officer shall allow the parent, guardian or person having legal custody to provide additional pertinent information in accordance with the District's criteria and the statutory provisions regarding residency. This information must be submitted with the request for review.

2. The District Residency Officer must render a decision and notify the student's parent, guardian, or person having legal custody of the child of the decision and reasoning therefore in writing within five (5) calendar days of the receipt of the request for review.
3. In the event the student's parent, guardian, or person having legal custody of the child disagrees with the District Residency Officer's decision, such person shall notify the District Residency Officer in writing within five (5) calendar-days of his or her receipt of the District Residency Officer's decision. The District Residency Officer will submit his/her findings and all documents reviewed to the Superintendent or designee. The Superintendent or designee will review the decision and the documents submitted on behalf of the District and the student and will render a decision within five (5) calendar-days of receipt of the documents. If the student's parent, guardian, or person having legal custody of the child disagrees with the Superintendent's decision, such person shall notify the Superintendent in writing within five (5) calendar days of his or her receipt of the Superintendent's decision. The Superintendent will submit his/her findings and all documents reviewed to the District's Board of Education. The Board of Education will review the decision and the documents submitted on behalf of the District and the student and will render a decision no later than the next regular Board meeting. The decision of the Board of Education shall be final.
4. In an effort to place students in school as quickly as possible, timelines shall be followed unless due to emergency circumstances both parties agree to an extension of timelines.

Other Policy Provisions

Hearings involving more than one (1) student where students are related or residing in the same household may, at the discretion of the District Residency Officer and the Board of Education, be consolidated.

In the event the residency dispute involves an eighteen (18) year old student, all notices will be delivered to the student because at eighteen (18) the student ceases to be a minor.

If already enrolled and attending school in the District, a student or students involved in a dispute related to the student's residency may remain in school until available appeals are exhausted, unless the appeal has not been filed in the manner and within the time permitted by this policy.

The District Residency Officer shall be in charge of maintaining the files related to a residency dispute, ensuring that the principals or others directly involved in such a dispute forward their records of the dispute following their involvement, and otherwise keeping all communications involving the dispute intact. The Residency Officer of the District is the Executive Director for Student Services.

The Board of Education understands that there may be some instances where residency may be established on a date other than the date the student was enrolled in the District. For any period during which a student is enrolled in the District, but is not a resident of the District, the District may charge tuition if it is established that the student's parent, guardian, or person having the care and custody of the child knew or should have known that the child or children who are the subject of the residency dispute were not residents of the District. The tuition shall be based on a per capita cost of educating a student in the District during the preceding year. This issue may be raised along with other issues related to the residency dispute and shall be heard in the same manner.

The District reserves the right to require reverification of student residency at the beginning of each school term.

A copy of this policy shall be provided to the student's parent, guardian, or person having legal custody of the child as soon as possible following the inception of any residency dispute.

A . Students in Foster Care

The District Foster Care Education Liaison will collaborate with child welfare agencies and tribal child welfare agencies to ensure stability in education for students in foster care as outlined in Title I of the Every Student Succeeds Act (ESSA). Students in foster care have the same access to free, appropriate public education as other children and that students in foster care are not separated from the mainstream school environment because of foster care placement.

Enrollment of Students in Foster Care

Foster care parents, social workers or other legal guardians will be allowed to immediately enroll children in the District. The District understands that all necessary paperwork (birth certificates, shot records, academic records, special education records, etc.) may not be immediately available and wants to provide a smooth transition for the student into the District. The District will contact the child's home school District for records and make adaptations as needed. The District will work with the Foster Care Liaison and the foster care parent/guardian to enroll the student.

B. Homeless Children and Youth

The *McKinney-Vento Homeless Assistance Act* (the "Act") applies to all children and youth who lack a fixed, regular, and adequate nighttime residence, such as a children living in homeless shelters, domestic violence shelters, runaway and homeless youth shelters,

transitional living facilities, cars, campgrounds, motels or children and youth living doubled up, and homeless and migratory children.

The Act provides that homeless children and youth:

- do not need a permanent address to enroll in school;
- have a choice of school placement;
- cannot be denied school enrollment because school records or other enrollment documentation are not immediately available;
- have the right to participate in all federal, state, or local programs and activities for which they are eligible;
- cannot be isolated or separated from the mainstream school environment; and
- have the right to receive prompt resolution of any dispute regarding educational placement.

Therefore, in accordance with the Act, the District shall make reasonable efforts to identify homeless children, encourage their enrollment, and eliminate existing barriers to their education that may exist. The District will not stigmatize or segregate homeless students and youth, and these students shall have access to the same public school programs available to other students of the District. The District will identify and provide equal access to secondary education and support systems for homeless students, runaway youths and youths separated from public schools. The District will also work to identify and remove those barriers which prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school.

Federal law provides that homeless children and youth, individually or through a parent or guardian, may choose to attend the school in the area in which they are currently living. The District's Homeless Liaison will determine whether a student is a homeless child or youth for purposes of establishing residency and promptly advise the parent, guardian or person having legal custody of the child of the decision, both orally and in writing, if possible. If there is no such person, the District's Residency Officer will advise the student. The District will enroll each homeless student and permit his or her full participation in all school programs, whether or not the student is accompanied by a parent, guardian or person having custody of the child, and without proof of residence, current immunizations and traditional enrollment documentation, such as school records and medical/immunization records. The District's Homeless Liaison may assist the student and school in obtaining those items. A parent, guardian or person having legal custody of the child who disagrees with the Homeless Liaison's determination may appeal the decision to the District Residency Officer under the procedure identified in this policy. If there is no parent, guardian or person having legal custody of the child available, the student may appeal the decision.

The District shall provide for educational services for homeless children to the extent required by Public Law 100-77, Title VII, Subsection B.

Appeals Procedures for Homeless Children and Youth

The District will make every effort to resolve disputes regarding homeless children at the lowest level possible by utilizing the following process:

1. At the time a homeless student seeks enrollment, the District will notify the student or his/her family of these procedures and provide the student/family with a copy of this policy.
2. The District will promptly notify the District's Homeless Liaison that a homeless student seeks enrollment, and will seek to involve the Homeless Liaison in decisions regarding the student's education.
3. Students/families who disagree with a decision regarding the student's education may meet with the Homeless Liaison for an informal resolution. The Homeless Liaison will notify the student/family that a written complaint may be submitted within five (5) calendar days (or longer if agreed upon by the parties).
4. If the Homeless Liaison receives a written complaint, the Homeless Liaison will prepare a decision (plan of action) and provide it to the student/family within five (5) calendar days of receipt of the written complaint. The Homeless Liaison will also notify the student/family of the right to appeal to the superintendent.
5. Students/families who are still dissatisfied with a decision regarding the student's education may file a written appeal with the Superintendent or designee within five (5) calendar days of receipt of the Homeless Liaison's plan. The Superintendent or designee will meet with the student/family within five (5) calendar days of receipt of the appeal. The Superintendent or designee will issue a decision within five calendar (5) days of the meeting with the student/family. The Superintendent or designee will also notify the student/family of the right to appeal to the board of education.
6. Students/families who are still dissatisfied with a decision regarding the student's education may file a written appeal with the board of education by submitting a written notice to the superintendent within five (5) days of the superintendent's decision. The appeal will be placed on the next agenda (or the following agenda, if the appeal is received after the agenda posting deadline) and the board's decision is final at the District level. Students/families who are still dissatisfied with a decision regarding the student's education may file an

appeal with the Oklahoma State Department of Education utilizing the procedures established by the OSDE.

C. Students with Active-Duty Military Parents or Legal Guardians and Transitioning Military Children

Definitions:

“Children of military families” means a school-aged child(ren), enrolled in kindergarten through twelfth grade, in the household of an active duty member.

“In loco parentis” means an individual who assumes parental status and responsibilities for a person under the age of 18 without formally adopting that person.

“Active duty” means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Military Reserve on active duty orders pursuant to Title 10, Sections 1209 and 1211 of the United States Code.

“Military installation” means a base, camp, post, station, yard, center, homeport facility for any ship or other installation under the jurisdiction of the Department of Defense or the United States Coast Guard.

“Military student” means the child of a military family for whom the local education agency receives public funding and who is formally enrolled in kindergarten through twelfth grade.

“Transition” means (a) the formal and physical process of transferring from school to school or (b) the period of time in which a student moves from one school in the sending state to another school in the receiving state.

“Sending state” means the state from which a child of a military family is sent, brought, or caused to be sent or brought.

“Receiving state” means the state to which a child of a military family is sent, brought, or caused to be sent or brought.

“Uniformed service(s)” means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration and Public Health Services.

Establishing Residency

A student shall be considered in compliance with residency provisions of this policy and state law if a student whose parent or legal guardian is transferred or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order. The parent or legal guardian of such a student must provide proof of residence in the school District within ten (10) days after the published arrival date provided on their official documentation. The following may be used to establish proof of residency:

1. a temporary on-base billeting facility,
2. a purchased or leased home or apartment, or
3. federal government or public-private venture off-base military housing.

State law provides that transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis, may attend school in the school District in which the noncustodial parent or person standing in loco parentis to the transitioning military child holds legal residence. Similarly, transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis may continue to attend the school in which the student was enrolled while residing with the custodial parent. A special power of attorney relating to the guardianship of a military child and executed under applicable law shall be sufficient for purposes of enrollment and all other actions requiring parental participation and consent.

Enrollment

For a student whose parent or legal guardian is transferred or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order, the District shall accept applications by electronic means, including enrollment in a specific school or program within the District and course registration. The District will promptly accept unofficial or “hand-carried” educational records and transcripts in lieu of official education records and transcripts for transitioning military children. Upon receipt of such records, the District will promptly enroll the transitioning military child. However, upon enrollment, the District will request official educational records and transcripts from the school in the sending state. The District’s residency officer will determine whether a student is a transitioning military student for purposes of establishing residency and promptly advise the parent or other person standing in loco parentis of the decision, both orally and in writing, if possible. A parent or other person standing in loco parentis who disagrees with the residency officer’s determination may appeal the decision to the Board of Education under the procedure identified above.

Grade Level Placement

Transitioning military children, including children entering kindergarten, shall be able to enroll in the same grade level in which they were enrolled in the sending state, regardless of age, time of transfer or age requirements of the receiving state.

Course Level and Educational Program Placement

To the extent that the District is in a receiving state, the District may subsequently perform course placement and educational program evaluations of a transitioning military student. However, the District will initially place the transitioning military student in courses and programs comparable to those in which the student was a participant while in the sending state.

Extracurricular Activities

When appropriate, the District will provide transitioning military children the opportunity to participate in extracurricular participation, regardless of application deadlines.

Immunizations

Transitioning military children shall have thirty (30) days from the date of enrollment to obtain any immunizations required by Oklahoma law. For a series of immunizations, such children must obtain initial vaccinations within thirty (30) days.

Tuition

The District may not charge tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a school District other than that of the custodial parent if the parent or other person standing in loco parentis lives within the boundaries of the District.

Reference: 42 U.S.C. §11301 et seq., Okla. Stat. Tit. 70 § 1-113, 70 Okla. Stat. §510.1., OKLA. STAT. tit.70, § 8-103.1

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