



Lawton, Oklahoma 73507

Lawton Public Schools Board of Education
Special Meeting
April 6, 2021 5:00 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-3. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. ****Note:** This meeting will include videoconferencing. Those present remotely will be:*
 - *Carla Clodfelter, Area 1 Board Member*
2. *Those present at the meeting site of Shoemaker Education Center, 753 NW Fort Sill Blvd., Lawton, OK will be:*
 - *Patty Neuwirth, Area 2 Board Member, President*
 - *Mark Scott, Area 3 Board Member*
 - *Mary Bradley, Area 4 Board Member*
 - *Zeldon Rice, Area 5 Board Member*
 - *Col. Rhett Taylor, Ex-Officio Board Member*
3. Call to Order
4. Pledge of Allegiance - Kevin Hime
5. Roll Call to Establish Quorum
6. Special Guests/Special Recognitions - Kevin Hime and Patty Neuwirth
7. Architect and Construction Manager at Risk Update
8. Report of the Superintendent
 - 8.a. Information Item: Business Operations and Educational Services Departmental Updates
 - 8.b. **Action Item:** Discussion and possible board action regarding the district's use of school facilities for the 2021-2022 school year.
 - 8.c. **Action Item:** Motion, discussion and vote to authorize or not to authorize the school district's attorney, in consultation with the Superintendent of Schools, to initiate legal action against the Oklahoma State Board of Education ("Board") to address the

equalization of funding as set forth in the Board's Resolution that was approved at the Board's special meeting on March 25, 2021. (See attached Resolution)

8.d. Superintendent's Announcement(s)

9. Consent Agenda

(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

9.a. Item(s) Removed from the Consent Agenda for Separate Action

9.b. Approval of the Balance of the Consent Agenda

9.c. Approval of Item that was Previously Pulled for Separate Action

9.d. Approval of the Minutes of the March 11, 2021 Regular Board Meeting.

9.e. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

9.e.1. Increase, Issue of Purchase Orders

9.e.2. Gasoline Tabulation

9.e.3. Payroll Encumbrance Purchase Order Numbers

9.e.4. Encumbrances/Partial Payments

9.f. Report of the Activity Fund Custodian - LaQuinta Chambers

9.f.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

9.g. Report of the Clerk - Kathy Bentley

9.g.1. Construction Related Contracts/Agreements

9.g.1.A. RCJ Construction Inc, Certificate of Substantial Completion, TMS Gym HVAC Renovation

9.g.1.B. Joe D. Hall General Contractors, LLC, Douglass Learning Center Renovation

9.g.2. Contracts / Agreements

9.g.2.A. Brian K. Abasta, Contract for Sale of Real Estate, 609 SW Park

9.g.2.B. Continuous Strategic Improvement (CSI), OSSBA & K20 Center, 5- year Continuous Strategic Improvement Plan

9.g.2.C. Cummins-Setters Commercial Partners LLC, Contract of Sale for Real Estate for Swinney Elementary, Wilson Elementary Schools

9.g.2.D. Mary E. Johnson & Associates PLLC, District Audit for FY21

10. Proposed Executive Session to Discuss:

***Note:** The executive session will include videoconferencing . Those present remotely will be:*

- *Carla Clodfelter, Area 1, Board Member*

11. *Those present at Shoemaker Education Center will be:*

- *Patty Neuwirth, Area 2 Board Member*
- *Mark Scott, Area 3 Board Member*

- *Mary Bradley, Area 4 Board Member*
 - *Zeldon Rice, Area 5 Board Member*
- 11.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Report. [Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]:
 12. Vote to Convene into Executive Session
 13. Acknowledge Board's Return to Open Session
 14. Executive Session Minutes Compliance Announcement
 15. Superintendent's Personnel Report / Items Discussed in Executive Session
 - 15.a. Approval of Superintendent's Personnel Report
 16. The next regular board meeting date is Thursday, April 22, 2021, at 5:00 p.m., in the Shoemaker Center Auditorium.
 17. Setting New Board Meeting Dates
 18. Board Announcements
 19. Adjournment

Time of Posting: 3:30 p.m.

Date of Posting: April 1, 2021

Place of Posting: Foyer of Shoemaker Center, 753 NW Fort Sill Blvd.

Posted by: _____
Kevin Hime, Superintendent



Lawton Public Schools BOE Update
Prepared on 3/30/21 for the 4/6/21 BOE Meeting

1715A New Eisenhower Middle School:

- Sitework is in progress.
- AIP is planning an inspection of the remaining building punch list items on 4/6/21.

1901 Food Service Warehouse Freezer & Refrigerator Replacement:

- AIP reinspected the punch list items on 3/5/21. A few items remain. AIP will hold the Final Application for Payment until the contractor confirms that the remaining items are complete.
- AIP has reviewed the O&M manuals and returned comments to the contractor.

1911B MacArthur High School Gym HVAC:

- Contractor is working on punch list items. AIP will provide a Final Acceptance inspection once contractor notifies AIP that punch list is 100% complete.
- AIP has reviewed the O&M manuals and returned comments to the contractor.

1914 Central Middle School HVAC Repair:

- Electrical and controls have completed VFD installation. Electrical still needs to connect one basin heater.
- Water treatment began 3/29/21. Leak testing is complete.
- Heat trace installation for exterior piping is planned to be completed by 4/2/21.
- Startup is planned for 4/5/21. Exterior louver and connection to outside air ductwork will follow tower startup.

1916 Cameron Stadium Field Turf Replacement:

- Closeout is awaiting confirmation that all punch list items are complete following the latest inspection on 1/29/21.

2002 MHS Gym Foyer & Locker Room, Pat Henry, Woodland Hills & Food Service Warehouse Reroofs:

- Contractor is working on punch list items. AIP will provide a Final Acceptance inspection once contractor notifies AIP that punch list is 100% complete.
- AIP has reviewed the O&M manuals and returned comments to the contractor.

2003 Ron Stephens Stadium Wall Repair:

- Stone masonry veneer and mortar cap are complete.
- Fabrication of the entryway signage is in progress.
- Contractor is preparing pricing for owner requested height increase of the gates.

2004 Lawton High School Gym & Auditorium HVAC:

- Work remains to repair finishes in locker rooms.
- Startup is complete in the auditorium. Work remaining there includes insulating the existing ducts.
- Classroom exhaust is awaiting availability of roofers.

2005 Tomlinson Middle School Gym HVAC:

- Contractor is working on punch list items. AIP will provide a Final Acceptance inspection once contractor notifies AIP that punch list is 100% complete.
- Contractor is preparing O&M manuals for review.

Project: LPS Eisenhower Middle School
Date: 30 March 2021

Subject: Eisenhower Middle School Board Update

1. The new Eisenhower Middle School project is 99.54% complete.
2. Recently completed work:
 - Asphalt Paving & Striping
 - Exterior Light Poles
 - West Parking Lot and Driveway.
 - Water and Sewer line to old Cafeteria.
3. On-going work:
 - Punch list on new Building.
 - Hauling of existing soil, projected to be completed 4/13/21.
 - Final Grading of Football field and Soccer Fields
 - EHS Drainage Repair
 - LED Monument Sign
4. Up-coming work:
 - Segmented Retaining Wall and trickle channel
 - Irrigation and Sod Placement

please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com

Joshua Jacox
Project Manager
Crossland Construction Company Inc.



**BUSINESS OPERATIONS
Board Meeting Update
April 6, 2021**

Chief Operating Officer - Dr. Jason James

- Parent Loop and extra parking, curb and gutter nearing completion at EMS.
- EHS parking lot storm drain repair is complete.
- EHS football stands and erosion onto track repair is complete.
- Digital signage approved by City of Lawton for TMS.
- Liberty Bank is providing a large two-sided digital sign and signage for MHS.
- Public Adjuster Northpoint nearing settlement on roofing claim. Jack Hanna and his team are working to prioritize repair order.

Assessment & Accountability - Joan Gabelmann

- Finalizing state test planning and scheduling.
- Delivering test materials and other related resources to school sites.
- Working on updating promotion-based assessments from 1984 tests to current assessments to meet Oklahoma Academic Standards.

Child Nutrition - Daniel Ghrayyeb

- Spring break – Over 10,000 meals were served!
- Adams Elementary and Learning Tree Academy are fully adjusted and running well.
- Summer is coming and we are excited! USDA waivers have been approved and we are beginning to plan summer feeding for 2021.

Curriculum & Instruction (Elementary) - Sherry Havron

- Finishing the spring screening for Star testing K-5.
- Preparing the RSA (Reading Sufficiency Act) district documentation for Accreditation.
- Site visits to discuss curriculum, reading interventions, and growth and progress of students

Curriculum & Instruction (Secondary) - Reagan Hall - Ousley

- Finalizing the middle school course catalog.
- Science textbook adoption process completed. Preparing proposals for Mr. Hime.
- Preparing quotes/requisitions for 2021-2022 instructional software.

Curriculum & Instruction (Secondary), Special Projects - Dr. Regina Deloach

- Virtual Career Fair (VCF21) follow-up (242 senior students participated; 82 jobs were available; 2 seniors received full scholarships from Langston Univ.) and planning meeting that is scheduled for July 29, 2021.
- Performing duties on the Juneteenth planning committee.
- Planning for the celebration of the Purple Star Program (JET committee) on April 16, 2021.
- Planning for the Apr. 6, 2021 First Class professional development as well as contacting mentors.

Facilities Operations/Maintenance - Jack Hanna

Transportation- Jay Hunt

- Activity buses that were approved for purchase through Midwest Bus Sales are having their bus wrap design worked on towards approval.
- Security upgrades are in the works for transportation and its main building.
- Starting the process to acquire more route buses for the upcoming 21-22 school year.
- Employees have been provided reflective belts to wear in the morning during dark hours. Speed bumps and new lighting also add another level of safety to the transportation parking lot.

Maintenance

- Edison Elementary- flood remodel
- Eisenhower Elementary- flood remodel
- MMS- flood remodel
- EHS- Art room-flood remodel
- Douglas Learning Center -flood remodel
- LHS- basement- flood remodel
- EHS- tennis fence repair and new wind screens
- Lincoln Elementary- curb appeal make overs
- MHS- curb appeal make overs
- Skid steer – waiting on arrival
- Field groomers- waiting on arrival
- 6 activity buses- waiting on arrival
- Crosby Park Elementary- curb appeal makeovers
- TMS- curb appeal makeovers
- White board installations at EHS, LHS, and various sites
- Ron Stephens Stadium wall
- Punch list at EMS
- Remodel old café at EMS
- Auditorium sound system at three high schools
- Brockland- Painting
- MMS- gym floor

Federal Programs- Teresa Donahue

- Title I- School-Wide Plan data summaries of site Needs and Assessment Survey, site data analysis & district/site Nine Essential Elements analysis
- Title VI Indian Education: Tribal Consultation Preparation- April 13, 2021
- English Learner- Virtual Tutoring for EL students

Grants- Diane Landoll

- DoDEA training for current and upcoming grants.
- Budget reconciliation for financial closeout of 779 grant.
- Working with OSDE on Project AWARE to collaborate on state-level grant.
- Collecting data and research on World Language Advancement and Readiness grant.
- Setting up application for OEM (Emergency Management Performance Grant) funds to help with storm damage expenditures.

Human Resources - Jean Hastings

- Beginning implementation of Frontline Recruiting & Hiring Software.
- Working on pay scales and contract spreadsheets for FY22.
- Preparing for the transition to MAS-Wengage software.

Information Technology - AJ Watson

- Working with Building Test Coordinators and District Assessment Director to prepare for testing.
- Installed new Core Network Switch.
- Preparing for the implementation of Makerspaces at Elementary schools.

Media Operations - Dave McDermott

- eRate Category 1 (Internet and Intranet), Category 2 (Hardware) both have been submitted to USAC (Universal Service Administrative Company) for funding. Funding requested for Category 1 totaled \$534,968.35 and for Category 2, \$206,679.37.
- Bid process, review, and selection completed for district wide multi-function copy machines. Oklahoma Copier Solutions was selected as our next vendor. We will increase our fleet of machines to support the district from 105 to 180.

New Staff Development- Stephanie Hime

- April focus: Best Practices During Assessment
- Meeting with each mentee/mentor to culminate the year.
- Planning and hosting April First Class meeting (April 6).
- Publish 7th edition of First Class News (elementary).

Payroll - Paula Diehl

- Finalizing the 2020 submission for 1095C's with IRS due 3/31/2021.
- Preparing for transition to new payroll software.
- Working on FY22 contract calendars.

Professional Development - Brenda Hatch

- Restructuring the Gifted and Talented Program for elementary and middle schools.
- Developing online training for substitute teachers.
- Conducting interviews for Teacher and First Class Teacher of the Year nominees.



EDUCATIONAL SERVICES
Board Meeting Update
April 6, 2021

Athletics - Gary Dees

- Conducted Cheer and Dance tryouts for 2021-2022
- Bo Bowman Baseball Tournament April 1-3, 2021
- LPS High School Track Meet April 16, 2021

Campus Police - Chief Hornbeck

- Two Officers attending CLEET Basic Academy
- Handle with Care Training currently being scheduled

Elementary Education – Karen Cooksey / Donna Catlin

- Planning for upcoming summer school
- Virtual planning for 2021-2022

Secondary Education – Teresa Jackson / Carol McPhail

- Observed the Technical Applications Center at Clinton Middle Schools
- Worked on 2021 summer school plans
- Developing a plan for Tomlinson Middle School staff

Special Services - Chris Sharkey

- Preparing for Extended School Year (ESY), held during June on Tuesdays, Wednesdays and Thursdays. In addition, students that qualify will be able to attend compensatory services sessions, an effort to provide services for those students that fell behind during distance learning last school year.

Student Services - Mark Mattingly

- Working on Behavioral Health Program
- Working on Perkins V (The Strengthening Career and Technical Education for the 21st Century Act) Grant

OKLAHOMA STATE BOARD OF EDUCATION

RESOLUTION

WHEREAS, the Oklahoma State Board of Education (“SBE”) deems it in the best interest of the Board and the schoolchildren of the State of Oklahoma that the following actions be taken pursuant to this Resolution;

WHEREAS, the State Board of Education desires to resolve and settle its disputes with the Oklahoma Public Charter School Association (“OPCSA”) in the litigation styled, OPCSA v. State of Oklahoma ex. rel. Oklahoma State Board of Education, CV-2017-1330, in the District Court of Oklahoma County, Oklahoma (the “Litigation”);

WHEREAS, the Oklahoma Constitution grants the Legislature with the authority to establish and maintain a system of free public schools wherein all children of the State of Oklahoma may be educated and provides the Legislature with the authority to raise and distribute funds to public school districts in the manner and by the distributing agency designated by the Legislature;

WHEREAS, based on its constitutional powers, the Legislature adopted statutes to address the funding of public schools to include 70 O.S. §18-101, for the general improvement of public schools, to provide the best possible educational opportunities for every child in Oklahoma and to have a more beneficial use of public funds expended for education;

WHEREAS, the Legislature expressed its intent that the state support of public schools through the funding formula should assure equal educational opportunities and provide for as large a measure of equalization as possible for Oklahoma schoolchildren;

WHEREAS, the Legislature, at 70 O.S. §3-132, also expressed its intent that charter schools are public schools;

WHEREAS, the Legislature in the Oklahoma Charter Schools Act (the “Act”) provides, in part, that charter schools shall be eligible to receive any other aid, grants or revenues allowed to other schools. The Act also provides that a charter school, in addition to money received from the State of Oklahoma, may receive money from any other source. *See* 70 O.S. §3-142;

WHEREAS, presently, charter schools in Oklahoma only receive State-Appropriated Revenue, but do not receive Local Revenue or State-Dedicated Revenue as defined herein;

WHEREAS, local sources of revenue at issue in the Litigation are: (1) General Fund levies of 35 mills (the “General Fund”), as provided in Article X, §9 of the Oklahoma Constitution; (2) Building Fund levies of 5 mills (the “Building Fund”), as provided in Article X, §10 of the Oklahoma Constitution; (3) County 4-mill, as provided in Article X, §9 of the Oklahoma Constitution; (4) County apportionment; and (5) other local miscellaneous revenues (collectively, “Local Revenue”);

WHEREAS, State-dedicated sources of revenue at issue in the Litigation are: (1) Gross Production Tax (“GPT”), as provided in 68 O.S. §1004; (2) Motor Vehicle Collections (“MVC”), as provided in 47 O.S. §1104; (3) Rural Electrification Association (R.E.A.) tax (“REA Tax”); and (4) State School Land Earnings (“Land Earnings”), as provided in Article XI, §3 of the Oklahoma Constitution, (collectively “State-Dedicated Revenue”);

WHEREAS, State-Appropriated Revenue may generally include: (1) Foundation and Salary incentive aid (i.e., State Aid) distributed through the state funding formula; (2) flexible benefit allowance (collectively “State-Appropriated Revenue”); (3) Advanced Placement; (4) Textbooks; (5) School Consolidation Assistance; (6) National Board Certified Bonus; (7) Driver Education, Vehicle Tax Stamp; (8) Alternative and At-Risk Education; (9) Instructional,

Cooperative and Technology Education; (10) Arts-in-Education; (11) Child Nutrition State-Match Programs; and, (12) Staff Development;

WHEREAS, the Act provides that charter schools sponsored by a local school district board of education shall be considered a site within the school district in which the charter school is located for the purposes of funding except for federal funds (“District Sponsored Charter Schools”) and the student membership of District Sponsored Charter Schools are to be separate from the student membership of the districts in which the charter school is located.

WHEREAS, the Act provides that charter schools may also be sponsored by a technology center board of education, a higher education institution, the State Board of Education, a federally recognized Indian Tribe, or the statewide virtual charter school board (“Non-District Sponsored Charter Schools”) and these Non-District Sponsored Charter Schools are considered a local education agency, or, in other words, a school district, for purposes of funding;

NOW THEREFORE, in furtherance of the intent of the Legislature to provide for the largest measure of equalization as possible between public schools, to include charter schools, the SBE stipulates that the interpretation and implementation of laws regarding funding for charter schools shall be as set forth herein:

BE IT RESOLVED that charter schools shall be funded as a public-school district and in furtherance of the Legislative intent to provide the greatest measure of equalization of funding between public schools;

BE IT FURTHER RESOLVED that as a site within the school district in which the charter school is located, a District Sponsored Charter School shall receive from its sponsoring local school district board of education its proportionate share of the General Fund, the Building Fund, all other Local Revenue and all State Dedicated Revenue;

BE IT FURTHER RESOLVED that a District Sponsored Charter School shall receive from its sponsoring local school district board of education its proportionate share of the General Fund and the Building Fund revenues based on the proportion of the charter school's separate student membership in relation to the total student membership within the same tax base;

BE IT FURTHER RESOLVED that a District Sponsored Charter School shall receive from its sponsoring local school district board of education its proportionate share of the Local Revenue based on the proportion of the charter school's average daily attendance to the total student average daily attendance within the same tax base;

BE IT FURTHER RESOLVED that a District Sponsored Charter School shall receive from its sponsoring local school district board of education its proportionate share of the State Dedicated Revenue based on the proportion of the charter school's average daily attendance so long as any years of instruction requirements in the laws are satisfied for gross production tax and motor vehicle collections revenues;

BE IT FURTHER RESOLVED that a Non-District Sponsored Charter School, as a local education agency, or school district, shall receive its proportionate share of the General Fund, Building Fund, all other Local Revenue and all State Dedicated Revenue;

BE IT FURTHER RESOLVED that a Non-District Sponsored Charter School shall receive its proportionate share of the General Fund and the Building Fund revenues based on the proportion of the charter school's separate student membership in relation to the total student membership within the same tax base;

BE IT FURTHER RESOLVED that a Non-District Sponsored Charter School shall receive its proportionate share of the remaining Local Revenue based on the proportion of the charter school's average daily attendance to the total student average daily attendance within the same tax base;

BE IT FURTHER RESOLVED that a Non-District Sponsored Charter School shall receive its proportionate share of the State Dedicated Revenue based on the proportion of the charter school's average daily attendance so long as any years of instruction requirements in the laws are satisfied for gross production tax and motor vehicle collections revenues;

BE IT FURTHER RESOLVED that the Oklahoma State Board of Education directs the Oklahoma State Department of Education to include charter schools on any school district list as required to fulfill the intent of this Resolution, to provide notice to any county and / or state official to further effectuate the intent of this Resolution, and to take any other actions necessary to implement the terms of this Resolution;

BE IT FURTHER RESOLVED that to provide the administrative time necessary to fully and properly implement this Resolution, this Resolution shall be effective July 1, 2021; and

BE IT FURTHER RESOLVED that the Oklahoma Public Charter School Association by and through its members, have agreed to waive, release and forever forego any claims, causes of action, or demands upon the Oklahoma State Board of Education, the Oklahoma State Department of Education, and any school districts for any funding that charter schools may have been entitled to for the period of time prior to July 1, 2021 so long as this Resolution is fully implemented and charter schools receive the additional sources of revenues provided for herein.

Approved and Authorized this ____ day of March 2021.

Joy Hofmeister
State Superintendent of Public Instruction
Board Chair



**Minutes of the Lawton Public Schools
Board of Education Regular Meeting
Held on Thursday, March 11, 2021**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Thursday, March 11, 2021 at 5:00 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Patty Neuwirth, President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Mary Bradley
Zeldon Rice
Mark Scott
Patty Neuwirth

*Col. Rhett Taylor, Ex-Officio, was absent

*Carla Clodfelter, was absent

SPECIAL GUESTS/SPECIAL RECOGNITIONS

There were no special guests or special recognitions.

ARCHITECT AND CONSTRUCTION MANAGER AT RISK UPDATE

Architect Cory Miller of Architects in Partnership and Construction Manager, Joshua Jacox, of Crossland Construction, both attended the meeting and provided the board with updates to their written reports. There were no questions or comments regarding the written reports.

Mr. Miller reported that he visited Eisenhower Middle School today and work on punch list items continues. He shared that the Tomlinson Middle School substantial completion inspection was also done today, reporting that projects are going well, and that they are creating a punch list of items for completion.

Mr. Jacox shared that the parking lot and all aspects of the project at Eisenhower Middle School should be completed by the end of the month, with landscaping to be added next week, and 75% of punch list items are complete at this time. Superintendent Hime noted that the district has been communicating with the City of Lawton about adding a light near the entrance/exit on the west side of Gore Blvd for safety purposes.

REPORT OF THE SUPERINTENDENT

- Business Operations and Educational Services provided departmental updates to the board, sharing both recent and pending activities in their departments ensuring the board members stay informed about the district functions and initiatives. There were no comments or questions regarding the reports.

- Crosby Park Elementary - winner of the drawing to receive funding for "curb appeal" makeover projects.
- Update on current "curb appeal" makeover projects:
Pioneer Park Elementary – updated rod-iron fencing
Lincoln Elementary – fencing replacement on the north side, landscaping work continues
Tomlinson Middle School – painting and landscaping continues
MacArthur High School – southside landscaping, painting continues
- Proposed adoption of the district's new LPS customized policy manual developed by the Oklahoma State School Boards Association following their complete review of the district's current policy manual, noting that it had been approximately 20 years since last review of the entire manual. The new policy manual will be searchable, posted on the OSSBA's Assemble Program site (used for LPS board meetings) as well as on the LPS district website.

Motion Passed: Approval of the new LPS customized policy manual presented under separate cover passed with a motion by Mary Bradley and a second by Mark Scott. (See Exhibits A-H)
Roll call was:

Mary Bradley	Yes
Patty Neuwirth	Yes
Zeldon Rice	Yes
Mark Scott	Yes

- Purple Star School Initiative – LPS has received Purple Star School designation from the Military Child Education Coalition lauding the district for its commitment to and support for the students and families connected to our nation's military. Lawton Public Schools is the first school district in Oklahoma to win the distinction, and the designation is for three years. Dr. Regina Deloach, Director of Secondary Curriculum and Special Projects for the district, has taken the lead role in the initiative.

SUPERINTENDENT'S ANNOUNCEMENT(S)

- Congratulations to LPS' 2021 Academic All-Staters:
MHS - Anna Swierkosz and Kaitlin Mizell
LHS - Nathaniel Bowman
Students were selected from 379 nominations statewide. Each student will receive a medallion and a \$1000 merit-based scholarship during the awards celebration at the Cox Business Center in Tulsa in May.
- LPS will be holding a second Covid vaccination clinic on Friday, March 26, at Tomlinson Middle School, a virtual day for the district. This will give employees that took their first vaccine at the clinic held last month at Lawton High the opportunity to get their second vaccine and those that wish to get their first one. He noted that currently there are zero positive employee cases in the district.
- Plans for the future – for Elementary sites: Makerspaces and training at each site, the district has received \$50,000 from the LPS Foundation, approximately \$100,000 from the McMahon Foundation, and the National Math and Science Institute (NMSI) has also voiced their desire to support this project.
- Spring Break – March 15 – March 19

- American Relief Act – the district is expected to receive approximately \$30+ million, with proposed district plans to use funding to stabilize budgets, for teacher retention bonuses at the first of the next school year, Christmas bonuses, improvement for the new Life Ready Center, and the continuation of LPS facility improvements.

CONSENT AGENDA

Motion Passed: Motion to approve the consent agenda as presented passed with a motion by Zeldon Rice and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes
Zeldon Rice	Yes
Mark Scott	Yes
Patty Neuwirth	Yes

EXECUTIVE SESSION

There was no executive session.

SUPERINTENDENT'S PERSONNEL REPORT

Motion Passed: Motion to approve the Superintendent's Personnel Report passed with a motion by Mary Bradley and a second by Mark Scott. Roll call was:

Mary Bradley	Yes
Zeldon Rice	Yes
Mark Scott	Yes
Patty Neuwirth	Yes

NEW BUSINESS

There was no new business.

FUTURE BOARD MEETING DATES

The next regular board meeting date is Tuesday, April 6, 2021, at 5:00 p.m., in the Shoemaker Center Auditorium. There were no new board meeting dates set.

BOARD ANNOUNCEMENTS

- Mary Bradley requested support for the current LPS Foundation Fundraisers – “From our Kitchen” Cookbooks – \$30, the first annual golf tournament “Putt for LPS Students”, April 5, 2021, contact Lisa Carson if interested.
- Oklahoma Sports Network is broadcasting MacArthur High School girls and boys basketball teams as they compete in the 2021 State 5A Basketball Championship Tournament, March 11-12.

ADJOURNMENT

The meeting was adjourned at 5:15 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this ____ day of _____, 2021.

School Seal:

Kathy Bentley, Clerk of the Board

Denise Duffy, Minutes Clerk

Patty Neuwirth, President

**LAWTON PUBLIC SCHOOLS
SCHOOL DISTRICT NO. I-008**

SCHOOL POLICY MANUAL

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LAWTON BOARD OF EDUCATION

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FFG REPORTING SUSPECTED CHILD ABUSE AND/OR NEGLECT
FFGB GUIDELINES FOR OUTSIDE AGENCY REPRESENTATIVES INTERVIEWING CHILDREN
AT THE SCHOOL

FL STUDENT RECORDS
FLE TRANSFER AND RELEASE OF CONFIDENTIAL INFORMATION
FLF INFORMATION COORDINATOR

FMA EXTRACURRICULAR ACTIVITIES
FMAAA EXTRACURRICULAR ACTIVITIES EMERGENCY MEDICAL SERVICES
FMC STUDENT CLUBS AND ORGANIZATIONS SPONSORS

FNCC HAZING
FNCD BULLYING
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PHILOSOPHY OF LAWTON PUBLIC SCHOOLS

The Board of Education recognizes that society today is faced with many complex social problems, and that public school education is deeply involved not only in the solution of such problems but also in an effort to operate schools effectively despite the social unrest throughout the world today.

The Lawton Public School System is responsible for maintaining a quality educational program for its students. The Board of Education therefore expects its professional staff to provide the following:

1. An opportunity for individual students to achieve their full potential as contributing members of society.
2. An educated citizenry who will preserve, protect, and improve the institutions of our democratic society

**BOARD OF EDUCATION
LEGAL STATUS**

The Lawton Board of Education is a legislative body of five (5) members elected by a vote of the district. The district also has a sixth member who is a nonvoting military representative from Fort Sill. The board of education derives its authority from the state legislature. The board's power is judicial and legislative, and the superintendent elected by the board serves as its executive officer. **When not in legal session, a board member has no legal authority whatsoever.**

The legislative functions of the board are to make plans and policies, select the superintendent, and delegate to the superintendent the placing of plans and policies into operation, and provide the financial means for their achievement.

The judicial functions of the board are to hear and resolve termination hearings, student suspension hearings, and appeals of those removed from the school district in accordance with statute. See policy GJ, GJ-P.

REFERENCE: 70 O.S. §5-106, §1-115, §1-116, and §5-117, et seq.

**BOARD OF EDUCATION
POWERS AND DUTIES**

The Lawton Board of Education shall have the power to:

1. Elect its own officers: President, Vice-President, Clerk, and shall appoint an Encumbrance Clerk and a Minutes Clerk and in its discretion, a Deputy Clerk. The board may appoint one person as Encumbrance/Minutes Clerk.
2. Make rules, not inconsistent with the law or rules of the State Board of Education, governing the board and the school system of this district.
3. Maintain and operate a complete public school system of such character as the board of education shall deem best suited to the needs of the school district.
4. Designate the schools to be attended by the children of the district.
5. Provide and operate, when deemed advisable, cafeterias or other eating accommodations, thrift banks or other facilities for the teaching and practice of thrift and economy, book stores, print shops, and vocational and other shops.
6. Provide informational material concerning school bond elections and millage elections, including but not limited to all pertinent financial information relative to the bond issue, a statement of revenue sources necessary to retire proposed bonds, a statement of current bonded indebtedness of the school district, and a statement of proposed use of funds to be generated by the proposed bond issue. The informational material shall not contain the words "vote yes" or "vote no" or any similar words or statement any place on such informational material.
7. Purchase, construct or rent, and operate and maintain classrooms, libraries, auditoriums, gymnasiums, stadiums, recreation places and playgrounds, teacherages, school bus garages, laboratories, administration buildings and other schoolhouses and school buildings, and acquire sites and equipment therefor.
8. Have school district or its employees' property insured.
9. Acquire property by condemnation proceedings in the same manner as land is condemned for railroad purposes. School district funds may be used to erect buildings on leased land on which other buildings have been erected prior to April 3, 1969, or on land which is leased from a governmental entity.
10. Lease real or personal property to the state or any political subdivision thereof or a not-for-profit entity operating pursuant to state law for nominal cash consideration for so long as the use of the property by the lessee substantially benefits, in whole or in part, the same public served by the school district.
11. Dispose of personal or real property no longer needed by the district by sale, exchange, lease, lease-purchase, and partial lease back, or otherwise as prescribed by state law.
12. Purchase necessary property, equipment, furniture, and supplies necessary to maintain and operate an adequate school system.

BOARD OF EDUCATION, POWERS AND DUTIES (Cont.)

13. Incur all expenses, within the limitations provided for by law, necessary to perform all powers granted by law.
14. Contract with and fix the duties and compensation of physicians, dentists, optometrists, nurses, attorneys, superintendents, principals, teachers, bus drivers, janitors, and other necessary employees of the district.
15. Establish a written policy for reimbursement of necessary travel expenses of employees and members of the board. The policy may include in-district travel from the site of employment assignment which is necessary in the performance of employment duties. The written policy shall specify procedures, contain documentation requirements, and may include payment of meal expenses during authorized travel on a per diem allowance basis rather than itemized documentation.
16. Pay necessary travel expenses and other related expenses of prospective employees for sponsored visits to the school district pursuant to a written policy specifying procedures containing documentation requirements equal to or greater than the requirements specified by law for state employees in the State Travel Reimbursement Act.
17. Provide for employees' leaves of absence without pay.
18. Exercise sole control over all of the schools and property of this district, subject to other provisions of the Oklahoma School Code.
19. Allow district-owned school buses to be used for transportation of students from other districts or educational institutions while within the district on educational tours. This shall not restrict the authority of the board to authorize any other use of such buses which may now be permitted by law or rule of the State Board of Education.
20. Enter into contractual agreements with the board of trustees of a multicounty library system, a city-county library commission, or a rural single county library system, as defined by state law, on such terms as may be mutually agreed, except no district board of education may enter into any agreement under which the library services for the school would be provided at any site other than the school site or which would result in library services that do not meet accreditation standards as required by law or rule.
21. Perform all functions necessary to the administration of a school district in Oklahoma as specified in the Oklahoma School Code, in addition to those powers necessarily implied but not delegated by law to any other agency or official.
22. Prepare and distribute at the expense of the school district any and all material which has the purpose of informing the public about district activities.
23. Solicit and accept any gift, grant, or donation of money or property for the use of the school district. Any gift, grant, or donation of money may be deposited in the general fund or building fund of the school district.

BOARD OF EDUCATION, POWERS AND DUTIES (Cont.)

24. Pay necessary meal and lodging expenses of school district students and sponsors involved in authorized school-sponsored cocurricular activities. The board shall establish a written policy for reimbursement of necessary meal and lodging expenses of school district students and sponsors. The written policy shall specify procedures, contain documentation requirements, and designate the funds from which reimbursement may be made. Reimbursement may be made from the general fund.
25. Adopt and maintain on file in the office of the superintendent of schools an appropriate personnel policy and sick leave guide for all teachers employed. The guide shall be made available to the public.
26. Exercise complete control over all funds on hand or hereafter received or collected from all school activities conducted in this school district.
27. Provide for an annual audit of all such school activity funds. The original reports of such audit shall be delivered to the board, and a copy thereof shall be furnished to the treasurer of the school district.
28. Rent the gymnasium, auditorium, or cafeteria.
29. Cause all school funds to be audited annually.

A board member shall not be considered to be directly or indirectly interested in any contract with a company, individual, or business concern that employs such board member or the spouse of the board member if the board member or the spouse of the board member has an interest of five percent (5%) or less in the company, individual, or business concern.

The superintendent of schools is the executive officer of the board and shall carry out all policies adopted by the board.

REFERENCE: 21 O.S. §355
26 O.S. §13A-105
62 O.S. §371
70 O.S. §1-117, §5-105, §5-107B, §5-117, §5-119, §5-124, §5-134

NEPOTISM

This school district will not consider for employment any relative of a board member who is related within the second degree by affinity or consanguinity to the board member. Such relatives include the following persons:

Board Member's:

spouse
child
child's spouse
parent
parent's spouse
grandchild
grandchild's spouse
grandparent
grandparent's spouse
brother
brother's spouse/half-brother's spouse
sister
sister's spouse/half-sister's spouse

Spouse's:

child
parents
grandchild
grandparents
brother/step-brother
sister/step-sister

If the relationship is based on affinity (marriage), then those members of the board who are serving on September 1, 1995, may complete the term for which they were elected and any successive terms for which they may be elected unless it is the member's spouse who is a member of the board of education or an employee of the school district. In which case, the prohibition against employment or serving as a school board member will apply. The board member may not participate in any regular or executive session of the board held to consider any personnel matter or litigation relating to said relative except that the board member may vote on collective bargaining agreements for the renewal of contracts as a group if the vote is necessary to establish a quorum. If more than one board member is related to a teacher or employee, only the minimum number of board members necessary to establish a quorum may vote. Length of service on the board of education shall be used in order to determine which of these board members shall be allowed to vote when necessary to establish a quorum.

The following relatives of a board member may be employed by the school district:

Aunt/Uncle (third degree)
Niece/Nephew (third degree)
Great-grandparent (third degree)
Great-grandchild (third degree)
Cousin (fourth degree)

REFERENCE: 70 O.S. §5-113, 5-113.1

CODE OF ETHICS

WHEREAS, The welfare of the community, state and nation is directly affected by the quality of public education focused to the greatest possible degree on individual abilities and potentialities; and

WHEREAS, The ideas, attitudes and motives of school board members substantially influence their decisions concerning the quality of education in the schools; therefore be it

RESOLVED, In order to encourage Lawton Public Schools Board of Education to act in accordance with high professional and moral standards, the Lawton Public Schools Board of Education has established a code of basic principles and ethical standards for school board members acting individually and collectively in the management of the Lawton Public Schools in Lawton, Oklahoma. The Lawton Public Schools Board of Education shall adhere to these principles and standards.

Basic Principles and Procedures

The Board of Education accepts the obligation to operate the public schools in accordance with the fundamental principles and standards of school management. These principles include, but are not limited to the following:

1. The Board formulates written policy for the administration of schools to be reviewed regularly and revised as necessary.
2. The Board exercises legislative, policymaking, planning and appraising functions and delegates administrative functions in the operation of schools.
3. The Board recognizes its responsibility for selecting the superintendent. The Board will define the superintendent's responsibilities, help to formulate goals and evaluate performances regularly, without directly engaging in administrative processes.
4. The Board accepts and encourages a variety of opinions from and communication with all parts of the community.
5. The Board makes public relevant institutional information in order to promote communication and understanding between the school system and the community.
6. The Board acts on legislative and policy-making matters only after examining all pertinent facts and considering the superintendent's recommendations.
7. The Board conducts meetings with agendas which comply with the Oklahoma Open Meeting Act.
8. The Board encourages and promotes professional growth of school staff so that quality of instruction and support services may continually be improved.
9. The Board establishes and maintains procedural steps for resolving complaints and criticisms of school affairs.
10. The Board acts only through public meetings and individual board members have no authority to bind the Board.

CODE OF ETHICS (Cont.)Ethical Standards

The Lawton Public Schools Board of Education holds the belief that maximum results will be achieved only if high ethical standards of conduct are maintained in all personal business and public activities beginning with the universally accepted precept of treating others as everyone would like to be treated. More specific standards for the board of education and administration include but are not limited to the following:

- a. The first and greatest concern is the educational welfare of all students attending the public schools.
- b. Obey the laws of Oklahoma and the United States.
- c. Respect the confidentiality of privileged information.
- d. Recognize that an individual member of the Board has no authority to speak for the entire Board.
- e. Work with other members to establish effective policies.
- f. Delegate authority for the administration of the schools to the superintendent and staff.
- g. Encourage ongoing communications among members of the board, the Board, students, staff and the community.
- h. Avoid conflicts of interest or the appearance thereof.
- i. Express personal opinions but once the board has acted, accept the will of the majority.
- j. Be respectful, attentive and concise.

DEVELOPMENT OPPORTUNITIES: BOARD MEMBERS

The school board in modern America faces a difficult set of challenges. It must fashion a quality educational program to prepare children for an unpredictable tomorrow. It must decide complex issues of policy and principle. It must oversee the prudent management of our community's extensive school facility. It is right and proper for the public to expect its elected and/or appointed board members to demonstrate high qualities of leadership as they deal with affairs of the public schools. It is also right and proper for a school board to expect public support for its efforts to enlarge the horizons and abilities of its members.

The board of education places a high priority on the importance of a planned and continuing program of in-service education for its members. The central purpose of the program is to enhance the quality and effectiveness of public school governance in our community. The board shall plan specific in-service activities designed to assist board members in their efforts to improve their skills as members of the policy-making body; to expand their knowledge about trends, issues, and new ideas affecting the continued welfare of our local schools; and to deepen their insights into the nature of leadership in a modern democratic society.

Funds may be budgeted annually to support the program. Individual board members shall be reimbursed for out-of-pocket expenses incurred through participation in approved activities. The board, as a whole, shall retain the authority to approve or disapprove the participation of members in planned activities. The public shall be kept informed through the news media about the board's continuing in-service education and about the programs anticipated for short- and long-range benefits to our schools.

The board regards the following as the kinds of activities and services appropriate for implementing this policy:

1. Participation in school board conferences, workshops, and conventions held by the state and national school boards associations.
2. District-sponsored training sessions for board members.
3. Subscriptions to publications addressed to the concerns of board members.

In order to control both the investment of time and funds necessary to implement this policy, the board establishes these principles and procedures for its guidelines:

1. A calendar of school board conferences, conventions, and workshops shall be maintained by the superintendent. The board will periodically decide which meetings appear to be most promising in terms of producing direct and indirect benefits to the school district.
2. Funds for participation at such meetings will be budgeted on an annual basis. When funds are limited, the board will designate which of its members would be the most appropriate to participate at a given meeting.
3. Reimbursement to board members for their travel expenses will be in accordance with the travel expense policy for staff members. (See policy DEE and DEE-R.)
4. When a conference, convention, or workshop is not attended by the full board, those who do participate will be requested to share information, recommendations, and materials acquired at the meeting.

DEVELOPMENT OPPORTUNITIES: BOARD MEMBERS (Cont.)

School board members are encouraged to attend workshops presented by the county, state, and national school boards associations. Professional journals and books in the school libraries shall be made available to every board member. The Superintendent shall provide information to the full school board as to the status of school board member training credits under an appropriately worded agenda item. The report shall include the number of new or incumbent credits, as well as the number of continuing education credits each board member has earned. This report shall be provided to the members of the board of education at the August, November, February, and May regular meetings of the board of education.

By March 1, the Oklahoma State Department of Education will notify school board members who have not yet completed training requirements that they are required to do so. If the board member fails to earn training credits in the timeline set by statute, the Oklahoma State Department of Education will notify by certified mail the school boards and the superintendent that a board member has failed to earn the required training credits. The board of education will then have sixty (60) days from the final date that the member has to complete the requirements as indicated by receipt of the certified notice from the State Board of Education to declare the seat vacant.

REFERENCE: 70 O.S. §5-110
70 O.S. §5-110.1

NEW BOARD MEMBER WORKSHOP

The board of education will assist newly elected board members to become 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.

A school board member who is elected or appointed to be a member of the board of education prior to January 1, 2014, shall complete 2 hours of school finance, 2 hours of open meeting/open records act, 1 hour of new business, 1 hour of ethics, duties and responsibilities 2 hours of legal issues, 1 hour of school employment, 2 hours of IDEA/Special Education, and 1 hour of Educational issues for a total of twelve (12) hours of instruction within the first fifteen (15) months of election or appointment. Failure to earn these requirements in the fifteen (15) month period will result in a requirement that the board of education declare the seat vacant as per state law. The individual who failed to earn the credits in the statutory deadline is prohibited by law from serving for a full term of office.

A school board member who is elected or appointed to be a member of the board of education on or after January 1, 2014, shall be required to earn twelve (12) new board member credits within the first fifteen (15) months of office. These twelve (12) credits shall include at least one (1) hour of instruction in school finance, one (1) hour of instruction in the Oklahoma Open Records Act and the Oklahoma Open Meeting Act, and one (1) hour of instruction in ethics. The remaining nine (9) hours may be in legal issues, due process, new laws, the Oklahoma Open Records Act and the Open Meeting Act, duties and responsibilities, which include but are not limited to special education and ethics of district board of education members.

Board members who attend and successfully complete such workshops as required by state law, which are presented by the OSSBA, the State Board of Education, or an organization or association approved by the SDE, shall be reimbursed for expenses incurred in accordance with the district's travel reimbursement policy.

The superintendent or the superintendent's designee will maintain records of each board member's training accomplishments and will notify any board member of the need for the board member to accomplish any additional training. The superintendent will notify the State Department of Education of any changes in board membership.

REFERENCE: 70 O.S. §5-110

**SCHOOL BOARD MEMBER
CONTINUING EDUCATION**

It is the policy of this board of education that its members shall attend workshops and seminars designed to increase their knowledge and abilities of good boardsmanship.

Newly elected board members are required by law to attend a minimum of 12 hours of school law within 15 months following the board member's election. Each re-elected board member is required by law to attend a minimum of six (6) hours of school law workshops within 15 months following the board member's election. The board will declare vacant the position of any board member who fails to complete the six hours. Such vacancy will be filled as prescribed by law.

In addition to the above requirements, each board member elected to a full term of office will obtain additional hours of continuing education as required by law. Any board member who fails to complete the required hours of training will not be eligible to file for re-election to the school board upon completion of the current term.

5-year term of office ----- 15 continuing education hours required

Announcements of seminars and workshops by the Oklahoma State School Boards Association, the State Department of Education or the State Department of Career and Technology Education will be provided to each board member as received by the school administration.

Any board member of this school district who attends and completes a course which satisfies this policy shall be reimbursed by the school district for expenses incurred. The board may also reimburse expenses incurred in registering for and attending board member training programs approved by the board, which are in addition to the minimum training requirements established by law.

The superintendent or the superintendent's designee will maintain records of each board member's training accomplishments and will notify any board member of the need for the board member to accomplish any additional training. The superintendent will notify the State Department of Education of any changes in board membership.

**REFERENCE: 70 O.S. §5-110
70 O.S. §5-110.1**

SCHOOL BOARD INTERNAL ORGANIZATION

The Lawton Board of Education shall be reorganized at the beginning of the first meeting following the annual school election and certification of election of new members. The term of office of newly elected board members shall begin at the first regular, special, or emergency board meeting after the member has been certified as elected.

The board shall elect from its membership, at the first meeting, a president and vice-president, each of whom shall serve for a term of one year and until a successor is elected and qualified. The board shall also elect a clerk and, in its discretion, a deputy clerk, either of whom may be one of the members of the board, and each of whom shall hold office during the pleasure of the board and each of whom shall receive such compensation for services as the board may allow.

Board President

The president of the board of education serves as the presiding officer, appoints all committees, and performs other duties that are delegated to him or her by state law or by order of the board of education.

Board Vice-president

It shall be the duty of the vice-president to perform all of the duties of the president in case of the president's absence or disability.

**REFERENCE: 70 O.S. §5-107A
70 O.S. §5-119
70 O.S. §5-120
70 O.S. §5-121**

**BOARD OF EDUCATION OFFICERS
TREASURER**

It is the policy of the Board of Education to employ a treasurer for the district. The treasurer shall serve at the pleasure of the board and for such compensation as the board may determine, and shall perform those duties previously performed by the county treasurer of Comanche County, and any other duties as the board may in its discretion confer upon said treasurer including the following:

The treasurer shall maintain the following records:

1. SEI 208 Treasurer's General Ledger
2. SEI 2061 Treasurer's Cash Ledger
3. SEI 2062 Treasurer's Investment Ledger
4. SEI 207 Treasurer's Warrant Register
5. SEI 411 Treasurer's Receipt
6. SEI 410 Treasurer's Check
7. SEI 1141 Bond Register
8. Deposit Books
9. Such other books or records as may be deemed advisable or useful.

The treasurer shall maintain adjunct 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 advices.
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 treasurer's office and duties.
10. A copy of the claim and encumbrance clerk's certificate to substantiate the registration of a warrant or warrants.
11. Letters, memos, and other supporting data pertaining to transactions of the school district or to the operation of the treasurer's office.
12. Any other files which may be considered advisable or useful.
13. The board of education shall require a minimum bonding capacity of \$50,000.00 when using an independent treasurer and may increase that amount as circumstances warrant.

When deposits are made for the district in accordance with the Security for Local Public Deposits Act, the treasurer shall not be liable for any loss resulting from the default or insolvency of a public depository in the absence of negligence, malfeasance, misfeasance, or nonfeasance on the part of the treasurer.

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

BOARD OF EDUCATION OFFICERS, TREASURER (Cont.)

Within nine (9) months of employment, the district treasurer shall complete at least twelve (12) hours of instruction on school finance laws of this state, accounting, ethics, and the duties and responsibilities of a school district treasurer. In addition to these requirements, the district treasurer is required to complete a minimum of twelve (12) hours of continuing education every three (3) years. Any instruction completed by the treasurer within three (3) years prior to employment in the position shall count towards satisfying the requirements of this section. The requirements of this paragraph shall not apply to any county treasurer who also acts as a school district treasurer.

NOTE: Standard forms for the treasurer's General Ledger, Cash Ledger, Investment Ledgers, Warrant Registers, Bond Registers, Receipt Books, and Check Books have been designed to facilitate and standardize the treasurer's bookkeeping system.

REFERENCE: 51 O.S. §8
62 O.S. §517.1, et seq.
70 O.S. §5-114, §5-190
Atty. Gen. Op. No. 80-292 (January 19, 1981)

**BOARD OF EDUCATION
OFFICER DUTIES - TREASURER
(REGULATION)**

The board of education has established the following duties for the office of the treasurer:

1. The treasurer shall execute a surety bond in an amount equal to the largest estimated account balance that will be on hand at any one time during the current year. However, the bond shall not, in any event, be required to be in an amount greater than that of the county treasurer of the county. The bond must be approved by the board of education.
2. The treasurer shall receive all state appropriations, district school taxes, and all other funds belonging to the school district, and report same to the clerk to be reported to the board of education.
3. The treasurer shall promptly pay, out of funds belonging to the school district and on proper orders approved by the board, all bills according to the provisions of the school code.
4. The treasurer shall deposit the funds belonging to the school district in the school accounts as provided by law and make available to the members of the board of education such information.
5. The treasurer shall perform such other acts and duties pertaining to the district as the board of education may direct or be required by law to perform.
6. The treasurer shall, at the end of his/her term in office, pay over to his/her successor the balance of any and all money remaining in the treasurer's hands and shall deliver to the successor all books, accounts, and other property of the district.
7. The treasurer shall submit his/her accounts for the audit of the finances of the school district.
8. The treasurer shall keep general accounts showing all of the receipts, appropriations and expenditures of the district, and have the same available for inspection by members of the board of education and the superintendent of schools.

REFERENCE: 70 O.S. §5-115

HEALTHY AND FIT SCHOOL ADVISORY COMMITTEE/SAFE SCHOOL COMMITTEE

In accordance with state law, the Board of Education has established that each school site shall select a single committee to perform the functions of both the Healthy and Fit School Advisory Committee and the Safe School Committee. The committee will be composed of at least seven members. The committee will include an equal number of teachers, parents of the children affected, and students. In addition, the committee shall include a school official who participates in the investigation of reports of harassment, intimidation, bullying, and threatening behavior and may also include administrators, health care professionals, and business community representatives. The committee will be selected not later than October 1 of each school year.

The committee shall be involved in the monitoring, implementation, and evaluation of 70 O.S. § 5-147 which limits access to foods of minimal nutritional value.

The committee will study and make recommendations to the school principal regarding:

1. Health Issues
 - A. Health education
 - B. Physical education and physical activity
 - C. Nutrition and health services
2. Safety Issues
 - A. Unsafe conditions, possible strategies for students, faculty and staff to avoid physical and emotional harm at school, student victimization, crime prevention, school violence, and other issues that prohibit the maintenance of a safe school;
 - B. Student bullying at school;
 - C. Professional development needs of faculty and staff to implement methods to decrease student bullying; and
 - D. 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 and resources that include counselors and other behavior health and suicide prevention resources within or outside the school system.
 - E. Policies and regulations to be revised in light of the Department of Homeland Security's threat assessment guidelines.
 - F. Professional development needs of faculty and staff to recognize and report suspected human trafficking.

The committee shall meet at least once a semester.

HEALTHY AND FIT SCHOOL ADVISORY COMMITTEE/SAFE SCHOOL COMMITTEE (Cont.)

Responsibilities of the committee also include, but are not limited to, the following:

1. Study unsafe conditions in the schools, student victimization, school violence, and other issues concerning school safety.
2. Make recommendations to the principal regarding health issues and services, possible strategies for students to avoid harm at school, crime prevention, professional development needs of the faculty and staff concerning school safety and student health, and methods to encourage the involvement of the community members and students
3. Review traditional and accepted harassment, intimidation, and bullying prevention programs utilized by other states, state agencies, or school districts. The State Department of Education will provide a list of research-based programs appropriate for the prevention of harassment, intimidation, and bullying of students at school. If the district implements a commercial bullying prevention program, it shall use a program listed by the State Department of Education.
4. Review the district's current safety policies and regulations and make recommendations to the administration regarding any changes needed related to the Department of Homeland Security's threat assessment level and required or proposed actions.
5. Study and make recommendations to the school district board of education regarding the development of a rape or sexual assault response program that may be implemented at the school site.

The principal shall give consideration to recommendations of the committee.

REFERENCE: 70 O.S. § 24-100.5
70 O.S. § 24-100a
70 O.S. § 24-100b

**BOARD OF EDUCATION
CLERK
(REGULATION)**

The board of education has established the following duties for the clerk of the board of education:

1. It shall be the duty of the clerk of the board of education to attend all meetings of the board and to countersign all warrants for school moneys drawn upon the treasurer by the board; and perform such other duties as the board may direct.
2. The clerk shall, in addition to performing the duties specifically imposed upon him/her by the school code, cooperate with the superintendent of schools, the board treasurer, the minutes clerk, and the encumbrance clerk in the management of the business affairs of the school.
3. The clerk shall attest, in writing, the execution of all deeds, contracts, reports, and other instruments that are to be executed by the board of education.
4. The clerk shall furnish, whenever requested, any and all reports concerning the school affairs, on such forms and in such manner as the State Board of Education or the Superintendent of Public Instruction may require.
5. The clerk is authorized to destroy all claims, warrants, contracts, purchase orders and any other financial records, or documents, including those relating to school activity funds, on file or stored in the offices of the board of education of such district for a period of longer than five (5) years.
6. Performs such other duties as are required by the board of education.

REFERENCE: 70 O.S. §5-119, §5-122

**BOARD OF EDUCATION
MINUTES CLERK
(REGULATION)**

The board of education has established the following duties for the minutes clerk:

1. Attend all meetings of the board and keep an accurate journal of the proceedings thereof;
2. List the approved encumbrances in the minutes of the board meetings;
3. Furnish requesting newspapers in the county with copies of tentative minutes;
4. Perform such other duties as required by the board of education.

The minutes clerk will post a surety bond in the amount of \$1,000.00 before discharging any duties as minutes clerk.

REFERENCE: 70 O.S. §5-119

NOTE: Board of education members cannot serve as minutes clerk. Superintendents, principals, instructors, or teachers employed by the board may not serve as minutes clerk.

**BOARD OF EDUCATION
ENCUMBRANCE CLERK
(REGULATION)**

The board of education has established the following duties for the encumbrance clerk:

1. Keep all books and documents of this school district;
2. Enter the authorized amounts of appropriations in the various appropriations accounts;
3. Charge the appropriate appropriation accounts and credit the affected encumbrances outstanding accounts with approved encumbrances after determining that the encumbrances do not exceed the balance of the appropriation charged;
4. Receive certification from the proper district employee that services or merchandise billed to the district have been received, file bills and invoices in official records, debit encumbrances outstanding account and credit the accounts payable account for the amounts of the approved bills.
5. Pay approved bills by issuing warrants against the designated funds, charging the warrants against the appropriate accounts payable account and crediting to the appropriate warrants issued account, or, by notifying the board treasurer that the bills are approved for payment in lieu of issuing warrants so that the treasurer can record payments by check, wire transfer, direct payroll deposit or other disbursement through the Federal Reserve System.
6. Receive all warrants, certificates of indebtedness, or bonds from the treasurer after the treasurer has registered the warrants in numerical order.
7. Perform such other duties as directed by the board of education.

The encumbrance clerk will post a surety bond in the amount of \$1,000.00 before discharging any duties as encumbrance clerk.

Within nine (9) months of employment, the district encumbrance clerk shall complete at least twelve (12) hours of instruction on school finance laws of this state, accounting, ethics, and the duties and responsibilities of a school district encumbrance clerk. In addition to these requirements, the district encumbrance clerk is required to complete a minimum of twelve (12) hours of continuing education every three (3) years. Any instruction completed by the encumbrance clerk within three (3) years prior to employment in the position shall count towards satisfying the requirements of this section.

REFERENCE: 70 O.S. §5-119, §5-190

NOTE: The encumbrance clerk cannot be a member of the board of education. Superintendents, principals, treasurer, assistant treasurer, instructors, and teachers employed by the board may not serve as the encumbrance clerk.

BOARD OF EDUCATION MEETINGS AND NOTIFICATION PROCEDURES

The Board of Education shall transact all business at official meetings of the board. A "meeting" is defined as the gathering of a majority of members of a public body to discuss school business. Board meetings shall be regarded as public meetings. No meetings will be held by teleconference. These may be either regular, special, or emergency meetings, defined as follows:

Regular Meeting - the usual, official legal action meeting held regularly.

The regular meeting of the Lawton Board of Education shall be the first Monday and third Thursday of each month at 5:00 p.m. in the John Shoemaker Education Center at 753 Fort Sill Boulevard, Lawton, OK, 73507.

Special Meeting - an official legal action meeting called between scheduled regular meetings to consider specific topics as listed on the agenda.

Special meetings of the board may be called by the superintendent or board president at any time.

Emergency Meeting - an official legal action meeting held only for dealing with situations involving either injury to persons or damage to public or personal property or an immediate financial loss so severe that the 48-hour notice period of a special meeting would be impractical and increase the likelihood of injury or damage or immediate financial loss.

Notification of Meetings

Notice of all meetings of the board of education shall be made in accordance with the Oklahoma Open Meeting Law except that federal confidentiality laws take precedence and except that a board of education is not considered a public body and is not subject to the Oklahoma Open Meeting Law when the board meets for the sole purpose of considering recommendations of a multidisciplinary team and deciding the placement of any child who is the subject of such recommendations. Otherwise, a written notice of the date, time and place of the meeting will be mailed and delivered to each person, newspaper, wire service, radio station, and television station that has filed a written request for such notice. Procedures for insuring proper notice, preparing agendas, etc., are as follows:

1. 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.
2. Any change in the date, time, or place of a regular meeting shall be provided in writing to the county clerk at least ten days prior to implementing the change.
3. At least 24 hours prior to a regular or special meeting, a paper copy of the agenda shall be posted which shall include the date, time, and place of the meeting and the business to be undertaken at the meeting. Or at least 24 hours prior to a regular or special meeting an agenda shall be posted electronically on the school website. For districts choosing only to do an electronic posting, the district will be required to provide an email distribution system for delivery of the agenda to those who have requested email delivery. Those wishing to receive advance copies of the agenda in compliance with the Oklahoma Open Meeting Act will submit a written request to the superintendent at least three (3) days in advance of the meeting. The school

BOARD OF EDUCATION MEETINGS AND NOTIFICATION PROCEDURES (Cont.)

shall distribute the agenda for regular meetings via email delivery at least 24 hours in advance of a regular meeting and at least 48 hours in advance of a special meeting.

4. 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 48 hours, excluding weekends and state holidays, prior to the meeting.
5. 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.
6. Any person, newspaper, wire service, radio station, and/or television station may file a written request with the board clerk to receive written notice of meetings of the board of education. Such requests must be renewed annually. Persons or entities requesting written notification will not be charged a notification fee.

REFERENCE: 70 O.S. §5-118
25 O.S. §302, §303, §304, §307.1, §311

SCHOOL BOARD MEETINGS AGENDA PREPARATION AND DISSEMINATION

As executive officer of the Board of Education, the superintendent of schools, in consultation with the president and other members of the board, is responsible for the preparation of the agenda for board meetings. Items for the agenda may be suggested by board members, staff members, students, or patrons of the district. The inclusion of items suggested by staff members, students, or patrons will be at the discretion of the Superintendent.

If the item "new business" is on the regular meeting agenda, matters that qualify as "new business", because they were not known or could not have been reasonably known 24 business hours prior to the meeting, may be considered and may be acted upon.

Proposals for executive sessions will be included on the agenda, including a reference to the specific section of the Oklahoma Statutes which authorizes an executive session for the proposed item. The proposal must contain sufficient information to advise the public that an executive session will be proposed, what matters are proposed to be discussed, the names of school employees (if any) to be discussed, and what action, if any, is contemplated. Executive sessions must be authorized by a vote of the majority of members in attendance.

The agenda and any supporting material will be distributed to members of the board as far in advance of the meeting date as possible, but not less than five (5) business days. Copies of the agenda will be made available to the media and the public upon request. The school district will offer and consistently maintain an email system for distribution of the agenda and a process for people to obtain a copy of the agenda at the school district during normal business hours at least twenty-four hours prior to the meeting. Those interested in receiving a copy of the agenda via email should contact the business office of the school district during normal business hours. In addition, a copy of the agenda will be posted on the school district's Internet web site located at <https://www.lawtonps.org/>.

**REFERENCE: 25 O.S. §311
74 O.S. §3106.2**

EXECUTIVE SESSIONS

The Board of Education may, at its discretion, enter into executive session after the executive session is authorized by a vote in open session only if a proposed executive session is listed on the agenda and the specific section of law authorizing an executive session is also listed on the agenda. If new business arises within the statutory time limitations and otherwise qualifies for an executive session, it may be discussed in executive session.

The board may enter into executive session for any of the following reasons:

1. To discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any or all of the employees or volunteers of the school district. 25 O.S. §307 (B) (1) [including the appointment of an individual to fill a board vacancy pursuant to 70 O.S. §5-118]
2. To discuss negotiations concerning employees and representatives of employee groups. 25 O.S. §307 (B) (2)
3. To discuss the purchase or appraisal of real property. 25 O.S. §307 (B) (3)
4. To have confidential communications with its attorney concerning a pending investigation, claim, or action if the school district, with the advice of its attorney, determines that disclosure will seriously impair the ability of the district to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. 25 O.S. §307 (B) (4)
5. To hear evidence and discuss the expulsion or suspension of a student when so requested by the student, the parent, an attorney, or the legal guardian. 25 O.S. §307 (B) (5)
6. To discuss matters involving a specific handicapped child. 25 O.S. §307 (B) (6)
7. To discuss any other matter where disclosure of information would violate confidentiality requirements of state or federal laws. 25 O.S. §307 (B) (7)
8. To engage in deliberations or to render a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures. 25 O.S. §307 (B) (8)
9. Discussing matters involving safety and security at state penal institutions or correctional facilities used to house state inmates; 25 O.S. § 307 (B) (9)
10. Discussing contract negotiations involving contracts requiring approval of the Board of Corrections, which shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No person who may profit directly or indirectly by a proposed transaction which is under consideration may be present or participate in the executive session; 25 O.S. § 307 (B) (10)
11. To discuss the following, all of which should be cited 25 O.S. §307 (B) (11):
 - A. The investigation of a plan or scheme to commit an act of terrorism;
 - B. Assessments of the vulnerability of government facilities or public improvements to an act of terrorism;
 - C. Plans for deterrence or prevention of or protection from an act of terrorism;

EXECUTIVE SESSIONS (Cont.)

- D. Plans for response or remediation after an act of terrorism;
- E. Information technology of the public body but only if the discussion specifically identifies:
 - 1. design or functional schematics that demonstrate the relationship or connections between devices or systems;
 - 2. system configuration information;
 - 3. security monitoring and response equipment placement and configuration;
 - 4. specific location or placement of systems, components, or devices;
 - 5. system identification numbers, names, or connecting circuits;
 - 6. business continuity and disaster planning, or response plans; or
 - 7. investigation information directly related to security penetrations or denial of services; or
- F. The investigation of an act of terrorism that has already been committed.

The term “terrorism” means an act of violence resulting in damage to property or personal injury perpetrated to coerce a civilian population or government into granting illegal political or economic demands; or conduct intended to incite violence in order to create apprehension of bodily injury or damage to property in order to coerce a civilian population or government into granting illegal political or economic demands. Peaceful picketing or boycotts and other nonviolent action shall not be considered terrorism (21 O.S. § 1268.1).

No action, decision, or vote shall be taken while the board is in executive session. The board shall reconvene the open meeting after an executive session prior to adjourning the meeting.

An executive session for the purpose of discussing the purchase or appraisal of real property shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No landowner, real estate salesperson, broker, developer, or any other person who may profit directly or indirectly by a proposed transaction concerning real property which is under consideration may be present or participate in the executive session, unless they are operating under an existing agreement to represent the public body.

In the interest of maintaining confidentiality of the information discussed during executive sessions, under no circumstances will audio/video recording or camera photos of executive sessions be permitted. Board members and those persons requested to enter an executive session are required to turn off all cellular telephones prior to the start of the session, unless there is a legitimate reason of personal health or safety involved.

**REFERENCE: 25 O.S. §307
70 O.S. §5-118
Atty. Gen. Op. 82-114 (April 12, 1982)**

BOARD OF EDUCATION MEETING PUBLIC PARTICIPATION

The Lawton Board of Education desires to hear the viewpoints of citizens and considers the responsible presentation of these viewpoints vital to the decision-making process. The board also recognizes its responsibility for proper governance and, therefore, the need to conduct its business in an orderly and efficient manner. The Lawton Board of Education therefore establishes this procedure to manage its agenda and public participation at board meetings.

1. Open Meetings All meetings of the Lawton Board of Education shall be open to the public as prescribed. The law does not, however, confer any legal right to the public to participate in meetings of the Board of Education.
2. Responsibility for Agenda The agendas for these meetings are required by law to be prepared in advance of each meeting. It shall be the responsibility of the President of the Board and the Superintendent of Schools to prepare the agenda and to determine which items shall appear on the agenda for any meeting.
3. Public's Request to Have Item Considered for Agenda Any individual or group wishing to have an item or issue considered for placement on a future board meeting agenda may make such request known by the completion and submission of the accompanying form. The following procedure will be used to determine if, when, or under what conditions an item will be placed upon a board agenda:
 - A. The President of the Board and the Superintendent shall first determine if a review or investigation of the facts involved in the proposed agenda item is necessary or desirable. If staff action is required or possible resolution to a problem or issue can be reached through administrative channels, the item will not be considered for placement on a board meeting agenda until the necessary information is available or appropriate attempts to resolve the matter administratively have been exhausted.
 - B. The President of the Board and the Superintendent shall review the merits of the proposed agenda item, the results of any administrative investigation or action taken, and shall have authority to then determine if or when an item will be placed on a board meeting agenda.
 - C. If the President of the Board and the Superintendent determines that an item should be placed on an agenda, the president and the Superintendent shall determine if the nature of the requested item can be incorporated into a scheduled regular monthly meeting of the board or if a special meeting should be called to consider the item.

REFERENCE: 70 O.S. §5-118

REQUEST TO ADDRESS BOARD OF EDUCATION

I request permission to address the Board of Education on the following topic:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

(Date)

(Name)

(Street Address)

(City)

(State)

(Zip)

(Representing)

**BOARD OF EDUCATION MEETINGS
PUBLIC PARTICIPATION
(REGULATION)**

In accordance with the policy of the board of education, the following regulation shall govern visitors attending board meetings.

1. Any individual wishing to address the Board of Education shall communicate such wish to the Superintendent by filling out form BED-R. The form must state the nature of the matter to be discussed, the full name of the person making the request, and what is expected from the board. The form must be received by the Superintendent at least ten (10) days prior to the next regularly scheduled meeting, excluding weekends and state holidays, in order to be placed on the agenda. Policy BED addresses the decision process as to whether an individual will be allowed to address the Board of Education.
2. The board clerk shall ask all visitors to list their names in the visitor's register.
3. The president of the board shall recognize speakers, maintain proper order, and adhere to time limits, if any, established by the board.
4. Board members and administrative staff will not respond to questions from the public. The board will not, in most instances, be able to vote on matters brought forward by the public during public participation time if such matters are not specific agenda items.
5. Members of the public shall not be recognized while the board is conducting its official business.
6. The board shall not hear personnel complaints unless the proper administrative procedures concerning complaints have been followed. The board will not tolerate personal attacks on members of the board or the administrative staff. The educational records of students shall only be discussed in the executive session with parents. Public participation is not an appropriate forum to discuss any information that is protected by state or federal law.

**BOARD OF EDUCATION
MINUTES**

The Board of Education recognizes that the board speaks through its board meeting minutes. The minutes clerk shall record the minutes of each board meeting. The superintendent shall maintain the minutes in a fireproof vault. The approved minutes are public records and may be examined by any citizen of the district upon proper request except for minutes of executive sessions.

The media is entitled to tentative minutes of school board meetings. Upon request, the school district will provide tentative minutes to the media within four business days, excluding the date of the meeting, after the meeting. Business days will not include Saturday, Sunday, or holidays legally declared by the State of Oklahoma.

In order to protect the school board and to maintain the integrity of executive session, upon the return of the board to open session, an announcement should be made stating:

1. Names of those present and absent during the executive session;
2. All matters considered and that no other matters were discussed; and
3. The fact that no action was taken.

These items recorded in the minutes constitute executive session minutes. Generally, a verbatim transcript of what is said during an executive session is not information that is available for public record due to the inherent confidentiality of the information.

In the interest of maintaining confidentiality of the information discussed during executive sessions, under no circumstances will audio/video recording or pictures of executive sessions be permitted.

**REFERENCE: 25 O.S. § 115 and 312
70 O.S. §5-119**

BOARD OF EDUCATION MEETINGS VIDEOCONFERENCE REGULATIONS

In accordance with state law, the Lawton Board of Education may hold board meetings by videoconference. Whenever the board president or superintendent may determine that a meeting of the entire board could be best accomplished by videoconference, these guidelines must be followed:

1. Each board member must be visible to each other member and to the public via a video monitor.
2. No less than a quorum of board members must be present in person at the meeting site.
3. The agenda posted for the meeting must indicate that the meeting will include videoconferencing locations and shall state:
 - A. The location, address, and telephone number of each available videoconference site, and
 - B. The identity of each board member and the specific site from which each board member shall be physically present and participating in the meeting.
4. After the agenda is prepared and posted, no board member shall be allowed to participate in the meeting from any location other than the specific location posted on the agenda.
5. In order to allow the public the maximum opportunity to attend and observe each board member carrying out official duties, a board member or board members desiring to participate in a meeting by videoconference must do so from a site and room from within the district or political subdivision from which elected or appointed.
6. The site and room where a board member is present for the meeting must be open and accessible to the public and the public must be allowed into that site and room. The board of education may provide additional videoconference sites as a convenience to the public, but additional sites must not be used to exclude or discourage public attendance at any videoconference site.
7. The public must be allowed to participate and speak, as allowed by board policy, in the meeting at the videoconference site in the same manner and to the same extent the public is allowed to participate or speak in a meeting that is held on-site. (See also policy BED and BED-R.)
8. Any materials shared electronically between board members, before or during the videoconference, must also be immediately available to the public in the same form and manner as shared with the board members.
9. All votes occurring during any meeting conducted using videoconferencing must occur and be recorded by roll call vote.
10. Executive sessions cannot be conducted if a board meeting is being held via videoconference.

BOARD POLICIES

The Board of Education believes that the formulation of school policy is its primary function and responsibility.

School policies are statements that set forth the goals of the community and the board of education. 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 formulated by the board of education working with students, teachers, and parents, but the final authority rests solely with the board. The implementation of school policy is the responsibility of the superintendent and the administrative staff.

A board policy statement may be added or an existing policy statement may be changed or deleted at any board meeting by the approval of a majority of the membership, provided such action is properly announced by the agenda of that meeting.

REFERENCE: 70 O.S. §5-105, et seq.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES

I. PROFESSIONAL POLICY DEVELOPMENT AGREEMENT

SECTION A: PURPOSE

The education, safety, and welfare of the students of the Lawton Public Schools are the primary concerns of the Board of Education and the Professional Staff. These interests are best served through the participation of staff members in decisions affecting the operation of the school district. Such consultation among staff, Superintendent, and Board of Education in the review and development of Board policies and administrative procedures is intended to be advisory and cooperative in nature. Therefore, in order to recognize the role of the Professional Staff in the development of such policies and procedures, the Board of Education, the Superintendent, and the Professional Staff jointly establish this agreement.

SECTION B: ESTABLISHMENT OF A PROFESSIONAL POLICY DEVELOPMENT COUNCIL

This agreement provides for the creation of a means for representation of the Professional Staff.

SECTION C: DEFINITIONS

Professional Staff: All persons employed by the Lawton Public Schools in a certified or licensed position, except substitute teachers. Non-certified ROTC instructors and physical therapists are included within the definition of Professional Staff.

Superintendent of Schools: A member of the Professional Staff serving as executive officer of the Board of Education and administrative head of the school system. As used throughout this agreement and these procedures, the term "Superintendent" shall refer to the Superintendent of the Lawton Independent School District No. 8.

Lawton Board of Education: The elected governing and policy-making body of the school district. As used throughout this agreement and these procedures, the term "Board" shall refer to the Lawton Board of Education.

Policy Development Process: A process which involves the sharing of viewpoints and a spirit of cooperation among the entities defined above; it is the process of research, discussion, and negotiation necessary for joint problem solving by the Board of Education, the Superintendent, and the Professional Staff.

Policy Development Council: The duly elected body representing the Professional Staff for the purpose of policy development in the district. As used throughout this agreement and these procedures, the term "Council" shall refer to the Professional Policy Development Council.

SECTION D: RECOGNITION

1. The Board of Education and the Professional Staff recognize the terms of this agreement as binding until such terms are rescinded by either the Professional Staff or the Board of Education at the end of any school year as provided for in the termination section of the agreement or by amendment to the agreement.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

2. The Board of Education and the Professional Staff recognize that written policies or administrative procedures enacted in conjunction with the Professional Policy Development Council shall be subject to modification or revision only after reconsideration by both the Board of Education and the Council.
3. The Professional Staff recognizes that:
 - a) The Board of Education, under law, has the final responsibility for establishing policies for the district.
 - b) The Superintendent, with administrative staff assistance, has the responsibility of administering the educational policies of the district and of serving as the appropriate liaison with the Board of Education, except as otherwise provided by specific Board of Education policies.
 - c) The Professional Staff has the responsibility of implementing the educational policies of the school district.
4. The Board of Education recognizes the Policy Development Council as the designated representative of the certified staff. No other group shall be recognized by the Board of Education as representative of the Professional Staff.
5. The Board of Education and the Professional Staff recognize the Council Chairman or his/her designee as the representative for the Council at meetings of the Board of Education.

SECTION E: RESPONSIBILITIES OF THE BOARD OF EDUCATION, THE SUPERINTENDENT, AND THE PROFESSIONAL POLICY DEVELOPMENT COUNCIL

1. The Superintendent, representatives of the Board of Education, and representatives of the Professional Policy Development Council agree to meet to work cooperatively on matters which affect the quality of the educational program and the welfare of the Professional Staff. In addition to formal proposals provided for in this agreement, communication or requests for action may be initiated by the Board, the Superintendent, or the Professional Policy Development Council and a free exchange of views and information is encouraged.

SECTION F: EXCHANGE OF INFORMATION

1. The Board and the Office of Superintendent agree to honor requests of the Council and all its committees for available information regarding matters of the district. Requests for such information will be made through the Superintendent.
2. The Council agrees to share with the Board of Education and the Superintendent such information as will be useful in developing comprehensive and constructive educational programs. Such information will be provided to the Board of Education through the Office of the Superintendent.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

3. Recommendations from district study committees or various employee groups which affect the quality of the educational program and/or the welfare of the Professional Staff may be requested for review by the Council prior to implementation.

SECTION G: ASSISTANCE FOR THE PROFESSIONAL POLICY DEVELOPMENT COUNCIL

1. The Council may invite qualified resource people to participate in discussions and to make suggestions in their areas of expertise.
2. Any expense the Council intends to incur must be submitted to the Superintendent for approval in advance of funds being obligated.
3. The Superintendent of Schools will select a recording secretary whose salary will be paid by the Lawton Board of Education. The duties of the secretary are contained in the section describing Council procedures.

SECTION H: RATIFICATION, TERMINATION, AND AMENDMENT OF THE COUNCIL AGREEMENT OR COUNCIL PROCEDURES

1. This Agreement was ratified on July 1, 1984, amended effective July 1, 1987, and amended again effective September 16, 1993 by a majority vote of the Professional Staff and by a majority vote of the Lawton Board of Education and shall remain in effect on a year-to-year basis unless terminated at the end of any given school year by a majority vote of either the Professional Staff or the Lawton Board of Education.

The procedures for initiating a termination election shall be limited to the following:

- A. A termination election by the Professional Staff shall be conducted by the Council upon submission of a petition signed by a minimum of 200 professional employees if such petition is submitted to the Council on or before April 10th of any school year.
- B. A termination vote of the Board of Education may be taken at any official meeting of the Lawton Board of Education provided the action is concluded on or before May 1st of any school year.
2. If a termination election has been properly called, such election shall be conducted by the Election Committee and shall be held on or before May 1st of any school year. If the results of such termination election reveal that either a majority of the Professional Staff, or a majority of the members of the Lawton Board of Education, vote to terminate the Agreement and Procedures, the Agreement shall expire on June 30 of that school year.

Amendments

- A. General Provisions: Amendments may be made to either the Professional Policy Development Agreement or Council Procedures only by majority vote of both the Professional Staff and the Lawton Board of Education following the procedure described below:

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

- B. Proposed amendments shall be brought to a vote of the Professional Staff and Board of Education only through one of the following means:
1. A two-thirds vote of the Council.
 2. A petition signed by 200 or more certified employees.
 3. A proposed amendment passed by the Board of Education.
- C. If an election is authorized, the Election Committee shall conduct the balloting according to established election procedures.

II. PROFESSIONAL POLICY DEVELOPMENT COUNCIL PROCEDURES

1. The Professional Policy Development Council is the representative forum through which proposals, information, and inquiries are processed and generated. The following organization and procedures govern the operation of the Council.

SECTION A: MEMBERSHIP OF THE PROFESSIONAL POLICY DEVELOPMENT COUNCIL

1. The general ratio of representatives to certified employees shall be one representative per 20 certified staff members or the greater fraction (1 1/20ths) thereof for each building with a minimum of one representative per building. Building staff census as of September 1 each year will be used to determine representation for the remainder of the school year.
2. The Election Committee is charged with making recommendations annually regarding necessary changes in representation. In addition to building representation, the Council shall consist of the following members:
 - A. The Superintendent or his representative
 - B. An elected representative of elementary principals
 - C. An elected representative of secondary principals
 - D. An elected representative from the staff of the Special Services Center
 - E. Chairman of the Council
 - F. Immediate past Council Chairman for one (1) year.

SECTION B: ELECTION AND TERMS OF OFFICE OF COUNCIL REPRESENTATIVES

1. Elections for vacant Council positions shall be conducted by the Election Committee at the beginning of each new school year and when other vacancies occur.
2. Terms of office shall begin upon certification of the election results by the Election Committee, but not later than September 15 of each school year.
3. Each elected representative shall serve a two-year term with one-half of the representatives elected each year. Representatives may be reelected.

4. PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

5. Procedures for election of Council representatives are contained in the Standing Rules of the Council and will be published in conjunction with each election.

SECTION C: SELECTION OF THE COUNCIL CHAIRMAN

1. The Chairman of the Council will be elected from and by the membership of the Council no later than September 30 following the expiration of the Chairman's term.
2. The Chairman, upon election, shall relinquish his/her representative position which shall then be declared vacant.
3. The Chairman will hold office for a period of two years. The Chairman may be reelected.
4. The Chairman may be removed from office by a two-thirds majority vote of the Council.

SECTION D: DUTIES OF THE CHAIRMAN OF THE COUNCIL

1. To preside at all Council meetings.
2. To set agenda for all Council meetings.
3. To appoint, with the approval of the Council, a Vice-Chairman from the Council membership to serve in the absence of the elected Chairman. The Vice-Chairman will serve as the Chairman of the Policy Committee.
4. To appoint, with the approval of the Council, members and chairmen of all standing and special committees.
5. To serve as an ex officio, full-standing member of all committees.
6. To direct the secretary to distribute the agenda and to maintain Council files and correspondence.
7. To call special meetings at his/her discretion or upon written request of ten Council members.
8. To appoint, with the approval of the Council, a parliamentarian.
9. The parliamentarian does not have to be a member of the Council.

SECTION E: DUTIES AND FUNCTIONS OF THE PROFESSIONAL POLICY DEVELOPMENT COUNCIL

1. The Council serves as the representative of the professional employees of the district. The Council satisfies provisions of state law which require or permit the involvement or participation of elected teacher representatives.
2. To meet a minimum of once a month during September, October, November, February, March and April, and special meetings as called by the Chairman.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

3. Canceling Meetings. Regular meetings may be cancelled at the discretion of the Chairman if scheduled meetings precede or occur during special events or when there is no Council business.
4. To study and propose revision of Board of Education policies and administrative procedures.
5. To initiate proposals.
6. To receive and take action on proposals submitted to the Council and on recommendations submitted by committees.
7. To consider studies, reports, and issues brought to the attention of the Council.
8. The Council may, from time to time, release jurisdiction of the study of current proposals to district committees. Subsequent committee findings shall be requested for review by the Council prior to implementation.
9. To annually adopt standing rules for the operation of the Council.

SECTION F: DUTIES OF THE COUNCIL SECRETARY

1. To take minutes at regular and called meetings and to distribute them to the Professional Staff as soon as possible.
2. To prepare all written materials necessary for Council meetings.
3. To place on the agenda all proposals received since the previous meeting.
4. To notify Council and committee members of meetings.
5. To conduct the election of the Council Chairman.
6. To maintain complete records at Shoemaker Education Center, including Council minutes, proposals, and committee reports.
7. To prepare a yearly summary of Council action and the attendance record.
8. To perform other duties as assigned by the Council Chairman and approved by the Superintendent.

SECTION G: PARLIAMENTARY PROCEDURE

1. Formal action by the Council will be determined by voice vote. A roll call vote shall be taken upon the request of any Council member. Procedural matters not specifically addressed within the Agreement, Council Procedures, or standing rules shall be governed by Roberts Rules of Order, Newly Revised.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)**2. Definitions of a Quorum:**

- A. 25% of the membership but not less than 15 members shall constitute a quorum.
- B. Vacant positions shall not be counted for the purpose of determining a quorum.

3. Allegations of a violation of the Professional Policy Development Agreement or Council Procedures will be directed in writing to either the Council, the Superintendent, or the President of the Board. If a meeting is requested by any of the three parties, the Superintendent will arrange for a meeting of the Council Chairman, the President of the Board and the Superintendent in an effort to resolve the alleged violation. The results of this meeting shall be made known to all persons involved.**SECTION H: STANDING COMMITTEES****1. Committees Required**

The Council shall have a Policy Committee, a Finance Committee, and an Election Committee.

2. Composition

- A. The Finance and Policy committees shall be composed of representatives from the following areas: one from elementary administration, one from secondary administration, one from general administration, one from special services, and with the remainder of the committee (a majority) being classroom teachers with a balance between elementary and secondary.
- B. The Election Committee shall be composed of the chairman, two elementary staff members, and two secondary staff members.
- C. The chairman of each standing committee shall be a member of the Council.

3. Duties

- A. The Policy and Finance Committees shall meet regularly to deal with proposals or issues as directed by the Council and to consider matters the committees feel are appropriate.
- B. The Election Committee shall meet as necessary to conduct elections, certify in writing election results to the Council secretary, and to make recommendations regarding election procedures. In the event of questions concerning any election, the Election Committee will make any necessary rulings not otherwise provided for in the Agreement or Council Procedures. The decision of the Election Committee shall be final.
- C. Annual status reports. Committee end-of-year reports shall be presented to and reviewed by the Council not later than September 1 to determine which proposals or issues should be continued and forwarded to the next Council.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

- D. Terms of Office for Committee Membership. All appointments to committees shall expire with the election of the new Council each year.

SECTION I: PROPOSALS**1. Definition.**

A proposal is an instrument to be utilized by staff members who wish to initiate or revise policy, or address working conditions or benefits. Proposals must be submitted to the Council secretary on the form specified by the Council prior to the meeting at which it will be introduced.

2. Disposition of Proposals:**Step 1: Action on Proposals Introduced**

The Council may take one of the following actions when a proposal is initially introduced:

- A. Direct that a study be made on the merits of the proposal by a standing or special Council committee, or refer to a district committee.
- B. Discuss and clarify proposal but take no immediate action. Council officially receives the proposal for consideration at the next Council meeting.

Step 2: Council Action on Proposals Introduced at the Previous Meeting:

- A. Adopt the proposal as submitted and forward to the Superintendent.
- B. Reject the proposal as submitted and record reasons for rejection in the minutes of the Council meeting.
- C. Revise and adopt the proposal and forward to the Superintendent.
- D. Direct that a study be made on the merits of the proposal by a standing or special Council committee, or refer to a district committee.
- E. Proposals submitted by the Superintendent which are rejected by the Council may be forwarded by the Superintendent to the Board for consideration. Rejected proposals which are administrative in nature may be implemented by the Superintendent. The position of the Council will be represented by the Chairman when the proposal is considered by the Board or the Superintendent for implementation.

Step 3: Council Action on Committee Recommendations

- A. Receive and discuss committee recommendations. Further action will be postponed until the next Council meeting unless a majority of the members present votes to take immediate action on the recommendations.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

- B. When recommendations are acted upon, the Council may:
1. Adopt the recommendation offered by the committee and forward to the Superintendent.
 2. Revise the committee recommendations and forward to the Superintendent.
 3. Reject the recommendation and direct further study.
 4. Reject the recommendation and take no further action. Reasons for rejection will be recorded in Council minutes. Proposals from the Superintendent reported out of committee which are rejected by the Council may be forwarded by the Superintendent to the Board for consideration as described in Step 2e above.

Step 4: Action by the Superintendent on Council Proposals

1. If the Council proposal is acceptable in the form submitted, the Superintendent shall present such proposal to the Board of Education where the nature of the proposal is board policy. The Superintendent shall implement the procedure if the nature of the proposal is an administrative procedure.
2. If the Council proposal is unacceptable in the form submitted, the Superintendent shall either reject the proposal or offer a counterproposal to the Council. If rejected, the response is to include reasons for the rejection.

Step 5: Action on Counterproposals from the Superintendent or Action on Proposals Rejected by the Superintendent.

The Council may accept the counterproposal and return to the Superintendent for implementation or presentation to the Board. The Council may revise the counterproposal and resubmit it to the Superintendent for further consideration. When it becomes evident that further attempts at agreement on the proposal are unlikely, the following actions may be undertaken:

1. Either the Council, the Superintendent, or the Board may request a special meeting of the Council Chairman, two other Council members, the Superintendent, one other administrative staff member, and one (1) member of the Board of Education. If such meeting is requested and agreed to, the following actions shall occur:
 - a. The committee will review the issues causing the disagreement in an effort to reach a resolution.
 - b. The report of results of the committee meeting process will be presented first to the Council and then to the Board.
 - c. The Council may act to include its reaction or response which is to be forwarded to the Board with the original committee findings. The Council's reaction or response may be to:
 1. Consider the findings but take no position.
 2. Endorse the findings.
 3. Suggest alternatives to the findings.
 4. Reject the findings without alternative recommendations.

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

- d. At an official meeting, the Board shall consider the findings of the resolution committee, the response from the Council, the recommendations of the Superintendent, and any other information or alternatives deemed appropriate by the Board. The action of the Board on the proposal at this point shall be considered final.

The Council may request the proposal be sent directly to the Board by a 2/3 vote of the Council membership. If the Council votes to take no further action on a proposal, the Superintendent may forward the proposal to the Board or initiate other action deemed appropriate. If no further action is taken by the Council, the Superintendent, or the Board, the issue is dead.

Step 6: Final Authority

The action of the Board of Education on proposals submitted by the Council shall be final.

Time Limits

- A. The Superintendent shall respond to the Council concerning original proposals and reconsidered proposals by the next regular Council meeting. In unusual circumstances, the need for additional time may be reported to the Council and shall be considered a response by the superintendent.
- B. The Council shall respond to counterproposals from the Superintendent not later than the next regular Council meeting. In unusual circumstances the need for additional time may be reported to the Superintendent and shall be considered a response by the Council.
- C. Committees of the Council shall report recommendations within sixty (60) days of assignment of proposals. In unusual circumstances the need for additional time may be reported to the Council.

APPENDIX I: PROFESSIONAL POLICY DEVELOPMENT COUNCIL REPRESENTATION FOR 2007-2008

(1 Building Representative to 20 Professional Staff Ratio)

Buildings/Area	Staff	Repr.	Terms of Office
Eisenhower High School	96	4	Two-year term
Lawton High School	100	5	Two-year term
MacArthur High School	74	3	Two-year term
Central Middle School	80	4	Two-year term
Eisenhower Jr High School	68	3	Two-year term
MacArthur Middle School	67	3	Two-year term
Tomlinson Middle School	77	3	Two-year term
Secondary Principals	9	1	One-year term
Gateway Success Center	20	1	Two-year term
(644 Secondary Staff) Subtotal: 27			

PROFESSIONAL POLICY DEVELOPMENT AGREEMENT AND POLICY DEVELOPMENT COUNCIL PROCEDURES (CONT.)

Adams	12	1	Two-year term
Almor West	27	1	Two-year term
Beginnings Academy	19	1	Two-year term
Hugh Bish	29	1	Two-year term
Brockland	22	1	Two-year term
Carriage Hills	25	1	Two-year term
Cleveland	20	1	Two-year term
Country Club	22	1	Two-year term
Crosby Park	27	1	Two-year term
Douglass	34	1	Two-year term
Edison	34	1	Two-year term
Eisenhower Elem	22	1	Two-year term
Geronimo Road	36	1	Two-year term
Howell	17	1	Two-year term
Jackson	15	1	Two-year term
Learning Tree	17	1	Two-year term
Lincoln	25	1	Two-year term
Park Lane	18	1	Two-year term
Pat Henry	46	2	Two-year term
Pioneer Park	25	1	Two-year term
Ridgecrest	35	1	Two-year term
Sheridan Road	29	1	Two-year term
Sullivan Village	26	1	Two-year term
Swinney	20	1	Two-year term
Washington	17	1	Two-year term

Buildings/Area	Staff	Repr.	Terms of Office
Whittier	22	1	Two-year term
Wilson	22	1	Two-year term
Woodland Hills	33	1	Two-year term
Elementary Principals	28	1	One-year term

(709 Elementary Staff) Subtotal: 31

Shoemaker Center	1	Two-year term
Special Services Center	1	Two-year term
Supt's Representative	1	One-year term
Prof Devel Council Chair	1	Two-year term
Immediate Past Council Chair	1	One-year term

Other Representatives: 5

Total Number of Council Representatives: 63

(1,358 Staff) Total Council Representation 2007-2008: 63

**BOARD OF EDUCATION
EXECUTIVE OFFICER - SUPERINTENDENT**

The Superintendent of Schools is the executive officer of the Board of Education with authority and responsibility delegated to him/her by the Board of Education. If the superintendent is employed for the first time in Oklahoma, he or she must attend training seminars as required by the Oklahoma Department of Education. The superintendent is, therefore, responsible for the general coordination of the school system, general administrative supervision, and control of employees. He/She presents recommendations to the Board of Education for its approval. The superintendent is responsible for the final interpretation of policies to other employees, and he/she must see that rules and regulations are enforced. The superintendent must see that all state laws and regulations governing the schools are carried out. The superintendent is empowered to instruct employees as necessary to carry out the rules and regulations of the Board of Education.

The superintendent is expected to attend the meetings of the Board of Education and to serve as chief professional advisor on all matters pertaining to the schools. The superintendent keeps the Board of Education informed as to how policies are being carried out and how effective such policies are operating. He/She continually studies the problems of the schools, maintaining a system of supervisory, guidance, health, research, and curriculum services to enable him/her to respond to school needs and to administer properly the policies of the Board of Education.

It is the duty of the superintendent to maintain a public relations program, which will inform the community of the activities, needs, and successes of the school system and maintain good morale within the school system. The superintendent assumes final responsibility for the total school program recommending action to the Board of Education concerning its organization and operation. Other members of the superintendent's staff have delegated authority within their professional areas, but each staff position is subject to the authority of the superintendent. The superintendent's staff is a team under the overall supervision of the superintendent.

The following duties have been established for the office of the superintendent of schools:

1. The renewal of the superintendent's contract shall be considered by the board in accordance with the superintendent's contract and announced or tabled annually. It is the duty of the president of the board to notify the superintendent as soon as possible following the board's decision.
2. The superintendent is the executive officer of the board and the leader of the educational forces of the community. The board shall seek the superintendent's recommendation on school matters.
3. The superintendent shall attend all meetings of the board, be a nonvoting member, and advise the board on all school matters.
4. The superintendent shall make recommendations to the board of candidates for principal, teacher, and supervisory positions, as well as other employees of the school system as the need arises. The board shall not normally employ a school employee against the recommendation of the superintendent. The board will direct the superintendent to make additional recommendations if necessary.
5. The superintendent shall devote himself or herself to the study of public educational trends, keep the board informed on conditions of the schools of the district, and present recommendations for the determination of policy. The superintendent shall, once policies have been established, devise ways and means for their operation and make periodic reports on the success of such policies.

6. All purchases of supplies, materials, or equipment shall be made on authority of a purchase order approved by the superintendent, within the limits established by the board.

BOARD OF EDUCATION, EXECUTIVE OFFICER - SUPERINTENDENT (Cont.)

7. Responsibility for the operation and maintenance of the child nutrition program is delegated to the superintendent. Monthly reports regarding the financial status of the program shall be made available to the board of education.
8. The superintendent shall, each year, compose a calendar reflecting the days on which school will be dismissed, when school will end for the year, etc. The calendar shall be subject to approval by the board of education.
9. The superintendent shall prepare procedures for admitting non-resident children who apply for permission to attend school in this district and for the transfer of children who apply to attend schools in other districts.
10. The superintendent shall be responsible for the supervision of student disciplinary actions.
11. The superintendent shall be responsible for providing the ways and means for teaching the subjects required by the State Board of Education and such other subjects as may be designated or approved by the board of education.
12. The superintendent shall administer a complete curriculum as adopted by the board of education, in conformity with the regulations established by the State Department of Education.
13. The superintendent shall have all school accounts audited each year and a copy of it filed with the secretary of the board of education.
14. The superintendent shall visit personally all the schools sites of the district as often as practical in order to carefully observe the methods of instruction and the classroom management of teachers; suggest improvements; provide remediation of professional skills, if necessary; advise as to the best methods of instruction and classroom management; and pay special attention to the classification of students, the program of studies, and the apportionment of time allotted to each of the prescribed subjects.
15. The superintendent shall secure adequate plant facilities; standardize supplies, equipment and other materials used in the school; and formulate standard procedures for purchasing equipment in all departments of the school.
16. The superintendent shall prepare a well-coordinated budget by requiring the various divisions of the school system to participate in its development. At least quarterly, the superintendent shall provide to the board a financial analysis indicating the expenditures of the district and an opinion of the general financial condition of the district.
17. The superintendent shall have the authority to close any of the public schools in case of emergency.

REFERENCE: 70 O.S. §1-115, §116, §5-106

SUPERINTENDENT EVALUATION FORM

Name of Superintendent _____ Date _____

All items rated with a "1" require additional explanation. The reverse side of the page may be used for explanations and additional comments. The school board is no longer required to have any of the items marked in the evaluation. Each board of education should carefully review this document to determine which items the board wishes to utilize in the evaluation of the performance of the Superintendent.

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

ADMINISTRATION

3 2 1

1. The superintendent exerts strong educational leadership, develops a strong management team, and delegates responsibility. _____
2. The superintendent provides a written site improvement plan that supports the districts' Comprehensive Local Education Plan describing school goals, objectives, and staff development activities. * _____
3. The superintendent achieves the board's goals and policies successfully. _____
4. The superintendent and staff develop goal statements which are the result of a needs assessment, a written analysis of student test scores and other data as well as community input. * _____
5. The superintendent employs a team effort in analyzing, planning, implementing, and evaluating policies, programs, and personnel. _____
6. The superintendent provides a written analysis of student test scores and other data to assure that the various student populations are benefiting from the instructional program. * _____
7. The superintendent recommends for employment personnel who have proper certification and skills for the position. _____
8. The superintendent organizes the roles and responsibilities of staff members so as to optimize their effectiveness and to encourage harmonious relationships among various segments of the school system. _____
9. The superintendent provides to the board and the general public an organized and informative annual report on the state of the district. _____
10. The superintendent maintains communications with state and federal legislators, as well as other outside agencies, in efforts to accomplish legislation needed for school improvement. _____
11. Routine – The superintendent uses a minimum of instructional time for noninstructional routines thus maximizing time on task. * _____

SUPERINTENDENT EVALUATION FORM (Cont.)

12. Discipline – The superintendent works with staff to develop and communicate defined standards of conduct which encourage positive and productive behavior. *

13. The superintendent provides written discipline policies to which students are expected to perform. *

14. Learning Environment – The superintendent establishes and maintains rapport with staff and students, providing a pleasant, safe and orderly climate for learning. *

COMMENTS: _____

Rating for this Category

In the area of administration, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

INSTRUCTION

3 2 1

1. The superintendent identifies and facilitates instruction and student achievement as the focal point of the school district.

2. The superintendent works with the staff to develop a program to recognize academic achievement. *

3. The superintendent works with the staff to assure that all learners are involved in the learning process. *

4. The superintendent identifies instructional objectives for students and implements programs to meet their diverse needs.

5. The superintendent assists the staff in monitoring student progress. *

6. The superintendent provides needed resources for staff. *

7. The superintendent works with staff to establish curriculum objectives, sequence and lesson objectives. *

SUPERINTENDENT EVALUATION FORM (Cont.)

8. The superintendent maintains a working knowledge of current educational research, reports, and useful new concepts and shares that information with the board. _____
9. The superintendent keeps the board informed of the analysis, planning, implementation, and evaluation of instructional activities. _____
10. The superintendent keeps the community informed about the program of instruction and plans for school improvement. _____

COMMENTS: _____

 Rating for this Category

In the area of instruction, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

RELATIONSHIP WITH THE BOARD

3 2 1

1. The superintendent works with the board in the areas of analyzing, planning, implementing, and evaluating policies. _____
2. The superintendent informs the board about issues, operations, the instructional program, and needs of the school system. _____
3. The superintendent informs the board about educational activities at the state and national levels. _____
4. The superintendent maintains a harmonious working and professional relationship with members of the board. _____
5. The superintendent interprets and supports board policy and decisions to the public and staff. _____
6. The superintendent provides board members with reports and information that will enable them to sufficiently review the operations of the district. _____

SUPERINTENDENT EVALUATION FORM (Cont.)

7. The superintendent gives constructive advice and guidance to the board regarding opportunities for district improvement. _____
8. The superintendent states his/her convictions in matters before the board. _____
9. The superintendent utilizes the strengths of individual board members and the board itself in the decision-making process. _____
10. The superintendent offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis. _____

COMMENTS: _____

Rating for this Category _____

In the area of board relationships, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

RELATIONSHIP WITH THE STAFF

3 2 1

1. The superintendent encourages the participation of faculty and staff in the establishment and implementation of district-wide goals, objectives, and programs. _____
2. The superintendent works with the staff in collegial and nonthreatening ways to promote and improve instruction. * _____
3. The superintendent sets high expectations for staff. * _____
4. The superintendent educates the staff to recognize and display the teaching criteria upon which evaluation is conducted. * _____
5. The superintendent promotes programs for staff growth and development. _____

SUPERINTENDENT EVALUATION FORM (Cont.)

6. The superintendent strives to maintain positive morale by:

A. Avoiding arbitrary decision-making and favoritism; _____

B. Offering fair and impartial treatment to all parties to a dispute; and _____

C. Granting recognition and appreciation for a job well done. _____

7. The superintendent instills confidence and self-respect among staff. _____

8. The superintendent meets and confers with employee groups and represents the interests and directives of the board. _____

9. The superintendent effectively communicates the concerns of employee groups to the board and board responses to these concerns to employee groups. _____

COMMENTS: _____

Rating for this Category

In the area of staff relationships, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

RELATIONSHIP WITH THE COMMUNITY

3 2 1

1. The superintendent facilitates communication within the community through an effective public information program based on the needs and successes of the district. _____

2. The superintendent seeks meaningful community involvement in the establishment, implementation, and evaluation of district-wide goals, objectives, priorities, and programs. _____

3. The superintendent develops and maintains a cooperative relationship with the news media. _____

4. The superintendent establishes a procedure for investigating and responding on complaints, criticisms, and concerns of individuals and/or the community. _____

SUPERINTENDENT EVALUATION FORM (Cont.)

5. The superintendent is actively involved in the community. _____
6. The superintendent maintains a professional posture with other public officials and community leaders. _____
7. The superintendent has the ability to face controversy and work through it effectively. _____
8. The superintendent understands and responds to the unique and changing needs of the community. _____
9. The superintendent solicits and considers input from interested groups and individuals in the decision-making process. _____

COMMENTS: _____

 Rating for this Category

In the area of community relationships, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

PERSONAL QUALITIES

3 2 1

1. The superintendent defends professional principle and conviction in the face of pressure and partisan influence, yet is able to reasonably compromise. _____
2. The superintendent maintains high standards of ethics, honesty, and integrity in all matters. _____
3. The superintendent uses grammar effectively in dealing with staff members, the board, and the public. _____
4. The superintendent employs strong speaking skills before large and small groups, expressing ideas in a logical and forthright manner. _____
5. The superintendent accepts and shares failure as well as success. _____

SUPERINTENDENT EVALUATION FORM (Cont.)

6. The superintendent is able to identify and discuss his/her own strengths and weaknesses. _____
7. The superintendent welcomes questions and open discussion when presenting ideas. _____
8. The superintendent exercises good judgment and involves others as appropriate in the decision-making process. _____
9. The superintendent maintains a balance of professional development by reading, attending conferences, working on professional committees, visiting other districts, and meeting with other superintendents. _____
10. The superintendent plans time effectively so that matters of greatest importance are dealt with thoroughly. _____

COMMENTS: _____

Rating for this Category

In the area of personal qualities, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

3 - Commendable

2 - Meets Expectations

1 - Needs Improvement

FINANCIAL

3 2 1

1. The superintendent keeps informed of the needs of the school program--supplies, equipment, plant, and facilities. _____
2. The superintendent assumes responsibility for the overall financial planning of the district, including short-term priorities and long range planning. _____
3. The superintendent coordinates the preparation of the annual budget utilizing teacher and staff input, and submits the budget to the board for input and approval. _____
4. The superintendent evaluates the district's financial needs and makes timely recommendations for adequate funding. _____

SUPERINTENDENT EVALUATION FORM (Cont.)

5. The superintendent ensures that funds are spent and invested wisely and that adequate controls and accounting are achieved. _____

6. The superintendent provides leadership in solving major problems and achieving maximum utilization of resources. _____

COMMENTS: _____

Rating for this Category

In the area of finances, what is the superintendent's strongest asset? _____

What specific area could be most improved? _____

COMMENTS: _____

Signed: _____
President of the Board

Superintendent

Date: _____

SCHOOL SOCIAL MEDIA ACCOUNTS

The school district's social media accounts shall be monitored by the superintendent or superintendent's designee. Any social media accounts created shall be subject to all applicable state and federal laws. The school district is creating a limited public forum which allows for the communication of issues from the school district to the public. The school district will carefully monitor use as the social media accounts are to be utilized to communicate school events, activities, and operations to the public.

SCHOOL DISTRICT APPROVED SOCIAL MEDIA ACCOUNTS

Any employee who wishes to create a social media account to be utilized with operations of the school district, a classroom activity, or an extracurricular club or group associated with the school district shall comply with all District policies and state laws on the use of district-owned hardware, software and networks apply, as relevant, to the use of social media for a school, class or program.

Initially, the employee shall notify the Superintendent or Building Principal of a request to establish a social media site for a school, class or program.

Employees shall be prohibited from using a personal Facebook page or personal social media account for school-related purposes.

All social media accounts created shall have expectations for acceptable use listed on the social media site that are compliant with the District's expectations for acceptable use.

Accounts created shall not include posts that advocate for or against a political candidate or ballot initiative.

Employees and students shall refrain from posting or otherwise publishing images that include students without parental release forms on file for the specific social media site that was created.

The site's security settings should allow only approved participants access to the site. A building administrator must be approved as a participant for supervisory purposes.

All school policies regarding appropriate behavior in school or the classroom should be applied online. Students shall be disciplined for inappropriate posts or uploads which would violate district disciplinary policies.

Prior to use of the school district's logo or school-specific logos or mascots approval is required from the superintendent.

**POLICY FORBIDDING THE SUPPLANTING OF FEDERAL FUNDS
AND GRANT MONIES FOR LOCAL REVENUE**

The Lawton Board of Education assures the federal government that payments received from the federal government in the nature of grant programs shall be used solely for such programs and in accordance with the applicable grant regulations. The district will restrict fund uses to the purposes provided in the federal legislation creating the grant. Federal funds received will be used to supplement and, to the extent practical, increase the level of funds that would, in the absence of such federal funds, be made available from non-federal sources for the education of students participating in programs and projects assisted by the federal grants. In no case shall federal grant funds be used to supplant funds received by the district from non-federal sources. State and local funds will be used to provide services in federal grant projects and such services, taken as a whole, will be at least comparable to services provided in district projects that are not receiving federal grant program funds. Comparability applies to schools with more than one building for each grade span.

The school district shall receive federal funding for any fiscal year only if the Oklahoma State Department of Education finds that the local educational agency has maintained the school district's fiscal effort in accordance with maintenance of effort requirements as outlined in section 8521 of ESSA.

The board delegates to the central administration the authority to sign federal grant "assurance statements" that are required for the receipt of federal funds.

LEGAL REFERENCE: **Sections 1118 and 8521 of ESSA**

GRANT POLICIES AND PROCEDURES

GRANT SUBMISSIONS

A grant offer and acceptance constitutes a contractual agreement between the grantor (funding source) and the grantee (teacher, school, department, or district). This agreement should not be entered into without appropriate approval.

Applicants must obtain approval from the Superintendent prior to submitting a grant proposal or application to **any** funding source. To ensure that each proposal from the school district represents the highest quality possible, the final draft of each grant application will be reviewed by the Superintendent or designee. Proposals requiring approval or signature of the Board of Education must be submitted a minimum of seven (7) prior to a board meeting.

NOTICE OF GRANT AWARD OR REJECTION

Upon receipt of a **notice of grant award or rejection** from the funding agency, the applicant will send a copy to the Superintendent. Applicants are also encouraged to send a thank you letter to the funding source even if funding is not awarded during this grant cycle.

If the grant is awarded, the superintendent or designee will meet with the applicant to establish a grant budget. Grant funds cannot be expended until a budget has been established. Grant recipients will adhere to all fiscal and programmatic reporting requirements imposed by the funding source.

The superintendent will establish and maintain the official files for all grant awards. Files must be kept for five years after the conclusion of the grant.

After the Board of Education accepts grant funding from governmental agencies, private companies, organizations, and foundations for various educational programs or projects, the funds will be budgeted for each program or project according to the amount and regulations of the grant awarded.

This district will have internal control systems to provide reasonable assurance that it is managing federal financial assistance programs in compliance with applicable laws and regulations as directed by the State Department of Education. Methods and procedures will be in place to minimize the time elapsed between the transfer of funds from the State and the disbursement of these funds by the district.

Whenever possible the superintendent will provide a formal request for quotes or accept bids for goods or services that will be purchased with the grant funds. Goods and services received in consideration for grant funds will be monitored and careful consideration will be provided as to the quality of the goods received and/or the performance of services rendered prior to the district entering into future contracts for goods and services.

INTERNAL CONTROLS

The Lawton Board of Education directs all school district personnel to maintain appropriate internal controls in accordance with this policy. Internal Controls are to be an integral part of the school district's financial and business policies and procedures. The objectives of internal controls are:

- Protecting resources against waste, fraud, and inefficiency;
- Ensuring accuracy and reliability in accounting and operating data;
- Securing compliance with the policies of the organization;
- Ensuring compliance with applicable laws and regulations;
- Evaluating the level of performance in all organizational units of the organization;
- Providing management with reasonable assurance that all leave and payroll transactions are authorized, valid, complete and accurate;
- Safeguarding leave and payroll documents from theft, loss and destruction; and
- Internal controls are simply good business practices.

Internal controls are the practices performed by employees to provide the board of education with reasonable assurance that assets are safeguarded and transactions are authorized, valid, complete and accurate.

Internal control systems operate at different levels of effectiveness. Determining whether a particular internal control system is effective is a judgment resulting from an assessment of whether the five components – Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring – are present and functioning. Effective controls provide reasonable assurance regarding the accomplishments of established objectives.

The Superintendent or designee shall evaluate and monitor compliance with statute, regulations and the terms and conditions of federal awards. When instances of noncompliance are identified, the Superintendent or designee shall take prompt action. All school personnel shall take reasonable measures to safeguard personally identifiable information that is protected by state or federal law.

Control Environment

The control environment, as established by the organization's administration, sets the tone of an institution and influences the control consciousness of its people. Leaders of each department, area or activity establish a local control environment.

Risk Assessment

Every entity faces a variety of risks from external and internal sources that must be assessed. A precondition to risk assessment is the establishment of objectives, linked at different levels and internally consistent. Risk assessment is the identification and analysis of relevant risks to achievement of the objectives, forming a basis for determining how the risks should be managed. Because economic, regulatory and operating conditions will continue to change, mechanisms are needed to identify and deal with the special risks associated with change.

The process of identifying and analyzing risk is an ongoing process and is a critical component of an effective internal control system. Attention must be focused on risks at all levels and necessary actions must be taken to manage. Risks can pertain to internal and external factors. After risks have been identified, they must be evaluated.

Managing change requires a constant assessment of risk and the impact on internal controls. Economic, industry and regulatory environments change and entities' activities evolve. Mechanisms are needed to identify and react to changing conditions.

INTERNAL CONTROLS (Cont.)***Control Activities***

Control activities are the policies and procedures that help ensure management directives are carried out. They help ensure that necessary actions are taken to address risks to achievement of the entity's objectives. Control activities occur throughout the organization, at all levels, and in all functions. They include a range of activities as diverse as approvals, authorizations, verifications, reconciliations, reviews of operating performance, security of assets and segregation of duties.

Control activities usually involve two elements: a policy establishing what should be done and procedures to effect the policy. All policies must be implemented thoughtfully, conscientiously and consistently.

Information and Communication

Pertinent information must be identified, captured and communicated in a form and time frame that enables people to carry out their responsibilities. Effective communication must occur in a broad sense, flowing down, across and up the organization. All personnel must receive a clear message from top management that control responsibilities must be taken seriously. They must understand their own role in the internal control system, as well as how individual activities relate to the work of others. They must have a means of communicating significant information upstream.

Monitoring

Internal control systems need to be monitored – a process that assesses the quality of the system's performance over time. Ongoing monitoring occurs in the ordinary course of operations, and includes regular management and supervisory activities, and other actions personnel take in performing their duties that assess the quality of internal control system performance.

The scope and frequency of separate evaluations depend primarily on an assessment of risks and the effectiveness of ongoing monitoring procedures. Internal control deficiencies should be reported upstream, with serious matters reported immediately to top administration and governing boards.

Internal control systems change over time. The way controls are applied may evolve. Once effective procedures can become less effective due to the arrival of new personnel, varying effectiveness of training and supervision, time and resources constraints, or additional pressures. Furthermore, circumstances for which the internal control system was originally designed also may change. Because of changing conditions, management needs to determine whether the internal control system continues to be relevant and able to address new risks.

Responsibility

It is the responsibility of the superintendent and board of education to work together to develop and implement a system of internal controls. However, everyone within the school district has some role in internal controls. The roles vary depending upon the level of responsibility and the nature of involvement by the individual. The Board of Education, Superintendent, and administrative staff establish the presence of integrity, ethics, competence and a positive control environment. The employees of the district have oversight responsibility for internal controls within their areas. Each employee is to be cognizant of proper internal control procedures associated with their specific job responsibilities and is responsible for complying with internal controls.

Components of the Control Activity

Internal controls rely on the principle of checks and balances in the workplace. The following components focus on the control activity:

INTERNAL CONTROLS (Cont.)

Personnel need to be competent and trustworthy, with clearly established lines of authority and responsibility documented in written job descriptions and procedure manuals. Organizational charts provide a visual presentation of lines of authority and periodic updates of job descriptions ensures that employees are aware of the duties they are expected to perform.

Authorization Procedures need to include a thorough review of supporting information to verify the propriety and validity of transactions. Approval authority is to be commensurate with the nature and significance of the transactions and in compliance with School District policy.

Transactions should be authorized and executed by persons acting within the range of their authority.

- Policies and procedures should clearly identify which individuals have authority to approve different types of transactions.
- Authority comes with accountability and responsibility.
- Individuals should understand what they are approving. Individuals should have firsthand knowledge of transactions being approved, or they should review supporting information to verify the propriety and validity of transactions.
- Authorization of adjustments should be timely.
- Authorization for leave, overtime and change of work schedule should be obtained in advance and in writing.
- Authorization should be from at least one level above.
- Employees should not authorize their own transactions.
- Adjustment documents should proceed directly for processing after approval by a supervisor and not return to the employee where it can be falsified. Many frauds occur after approval.
- Supervisors should not sign blank forms.
- The supervisor and employee should initial corrections or adjustments.
- Delegation of authority in writing is required for grants and recommended for other budgets.
- Leave and payroll documents should proceed directly for processing after approval by a supervisor and not returned to the employee where they can be falsified. Many frauds (i.e. unauthorized or excessive overtime hours charged) occur after approval.
- Supervisors should not sign blank timesheets or leave request forms.
- Corrections or adjustments should be initialed by the supervisor and employee.

Segregation of Duties reduce the likelihood of errors and irregularities. An individual is not to have responsibility for more than one of the three transaction components: authorization, custody, and record keeping. When the work of one employee is checked by another, and when the responsibility for custody for assets is separate from the responsibility for maintaining the records relating to those assets, there is appropriate segregation of duties. This helps detect errors in a timely manner and deter improper activities; and at the same time, it should be devised to prompt operational efficiency and allow for effective communications.

Physical Restrictions are the most important type of protective measures for safeguarding school district assets, processes and data.

Documentation and Record Retention is to provide reasonable assurance that all information and transactions of value are clearly, thoroughly, and accurately recorded and retained. Records are to be maintained and controlled in accordance with the established retention period and properly disposed of in accordance with established procedures.

INTERNAL CONTROLS (Cont.)

Monitoring Operations is essential to verify that controls are operating properly. Reconciliations, confirmations, and exception reports can provide this type of information.

Reconciliation is the process of comparing the entries in the general ledger to supporting documentation and resolving any discrepancies or differences. Accounts Payable, Accounts Receivable, and Cash, Property depreciation, Interest Income and other.

An independent person should perform a reconciliation of the district financial records at least annually and when an employee transfers, requests extended leave without pay, or separates employment from the school district.

Risk Assessment

The process of assessing risk is an opportunity for management and directors to look at their operations, determine the areas of significant risk, and evaluate what actions can be taken to minimize the risk and enhance the effectiveness and efficiency of the operation, while following applicable laws and regulations. The risk assessment and internal control evaluation can be integrated into the strategic planning process and program review.

All levels of the organization should participate in an annual risk assessment. The process of assessing risk is an opportunity for review of operations, determination of the areas of significant risk, and evaluation of what actions can be taken to minimize the risk and enhance internal controls.

Determination of an effective means of managing the risks, determining the likelihood of occurrence, minimizing the risks, and providing compensating controls is management's responsibility.

Managing an Audit

These are suggestions when interacting with auditors, to expedite the audit process while minimizing disruptions to day-to-day departmental operations. It is important to both the auditors and the departments to have accurate and objective audit results.

- Designate an audit liaison person (Department manager).
- Clarify the audit object and scope (areas to be tested and period covered by the audit).
- Determine auditor needs (records, workspace, and resources).
- Consider giving the auditor a general tour of your facilities.

Access to Records by Auditor

Ensure original documents do not leave department premises without prior approval. If a request is ambiguous, ask the auditor for the purpose of reviewing the document. Be prepared to recommend alternate documents that would achieve the auditor's purpose. Unless absolutely necessary, do not allow full access to your file drawers, storerooms, etc. Auditors are expected to obtain permission and state their objective for accessing these areas. Have documents available upon their arrival. Maintain a list of records provided to the auditor. Review records you are providing to anticipate questions. If records will hurt the School District's interest, notify department management of the issue.

Responding to Audit Findings

Keep informed of issues throughout the audit. Ensure an exit interview is held. Use it to verify facts and respond to the audit. Ask a representative from the Treasurer's Office to attend if there are questioned or disputed findings.

INTERNAL CONTROLS (Cont.)

Ask for time to review findings, and then re-verify calculations and source data. Concede valid findings, but do not speculate on whether they apply to other areas on campus. Discuss with the auditor the dispositions of audit issues, i.e. verbal comment, exit item, management summary or report item. If necessary, appeal the auditor's conclusion with their supervisors.

“Must Do” Management Actions**‘Hard’ Controls (Mandatory Internal Control and Checks and Balances)**

1. Use only original signatures to approve documents.
2. Provide departmental reports
 - a. Review and document the reconciliations of the monthly department financial statements to the appropriate supporting documents to assure all items are authorized School District purchases/charges.
 - b. Budget the best annual estimate of the department's earnings and expenditures.
 - c. Compare actual results to the budget and follow up significant variances.
3. Issue Payroll
 - a. Reconcile labor distribution reports to timesheets/exception reports (including reconciling leave accrual amounts to leave slips).
 - b. Collect from Staff & Administration a signed Attendance Calendar for each pay period.
 - c. Collect from nonexempt and exempt staff a signed Attendance Calendar for each pay period.
 - d. Collect from hourly classified and student employees a signed positive timesheet for each pay period.
 - e. Have supervisors with direct knowledge of the actual time worked sign Attendance Calendars and positive timesheets.
 - f. Review the monthly departmental labor distribution report and reconciliation.
 - g. Budget the best annual estimate of the department's labor expenses.
4. Separate incompatible duties (e.g. pro-card holder/approval authority, cash receipts handling/accounts receivable posting, payroll preparation/verification, etc.) among different department staff members.
5. Identify active/inactive research accounts used by departmental faculty, and assure/implement a process through which the activity (including personnel requisitions, expenditures, and document retention) is approved by the Principle Investigator (PI) and periodically reviewed by the department chair and that this process is in accordance with School District and funding source (grant, department program, etc.) requirements (capital equipment approval, contract approval, etc.). Ensure that inactive project grants are closed according to School District procedures.
6. Count and balance your petty cash/change fund as determined necessary, and reconcile (by another person) as appropriate.
7. Issue Cash Receipts
 - a. Deposit daily or periodically with the Cashier's Office any cash/checks received in your department as authorized in the policy and procedures manual.
 - b. Issue a pre-numbered receipt for all cash transactions.
 - c. Collect sales tax when taxable goods are sold.
 - d. Use a cash receipts form for all checks and cash and submit them to the central office for deposit.
 - e. Safeguard cash and checks against theft or loss.

8. Review purchases

- a. Review in detail the supporting documentation for any action that you authorize, approve, review, or sign.

INTERNAL CONTROLS (Cont.)

- b. Establish a mechanism for ensuring that all departmental purchases are appropriate.
- c. All contracts and credit applications require Treasurer's Office approval.
- d. **Always submit original receipts as proof of payment.**
9. List and account for each equipment asset and its location valued at less than \$25,000 (assets not included on the School District's inventory listing).
10. Reconcile external bank accounts and credit card transactions (if applicable) at least monthly.
- a. Establish procedures to ensure that cardholders comply with the reimbursable business expense policy.

'Soft' Controls (Internal Controls to Strengthen Oversight and Encourage Compliance)

1. Complete an Annual Risk Assessment and/or Internal Control Review at least annually.
2. Be familiar with the Policies and Procedures of the School District.
3. Avoid circumventing any established internal controls over department operations.
4. Review operational processes on a continuous basis for duplication of effort.
5. Identify strengths/weaknesses within your employee pool and re-organize duties accordingly to develop a stronger team. Encourage employees to participate in professional development activities.
6. Be alert to fraud risks and 'red flags' for fraud occurring in your unit's operations.
7. On a regular basis budget/analyze the actual revenue and expenditures to the amount of budgeted revenue/expenditures (i.e. financial analysis).
8. Provide relevant financial reports/status updates to appropriate Dean/Director on a regular basis.
9. Document all reconciliation's, verifications, approvals, etc. to assure a defined audit trail of all transactions exit.

LEGAL REFERENCE: 2 C.F.R. § 200.303

MANAGEMENT AND INVESTMENT OF FUNDS

It is the policy of the Board of Education that all general fund receipts shall be transmitted to the treasurer of the board of education. A receipt shall be issued by the person receiving the funds to the person depositing the funds, and a copy of the receipt shall be forwarded to the treasurer. All disbursements shall be issued by the treasurer in the form of legal warrants, bonds, or interest coupons.

The board of education, at its regularly scheduled meeting, shall set aside funds to an operating account and to an investment account. The board may direct the treasurer to satisfactorily complete an investment education program approved by the State Board of Education and the State Board of Career and Technology Education. The treasurer shall invest the full amount of the investment account in:

1. Direct obligations of the United States government to the payment of which the full faith and credit of the Government of the United States is pledged; provided, a treasurer of a school district who has completed the appropriate training offered by the State Department of Education may invest funds in the investment account in other obligations of the United States Government, its agencies or instrumentalities;
2. Obligations to the payment of which the full faith and credit of this state is pledged;
3. Certificates of deposit of banks when such certificates of deposit are secured by acceptable collateral;
4. Savings accounts or savings certificates of savings and loan associations to the extent that such accounts or certificates are fully insured by the Federal Savings and Loan Insurance Corporation;
5. Repurchase agreements that have underlying collateral consisting of those items specified in paragraphs 1 and 2 including obligations of the United States, its agencies and instrumentalities, and where the collateral has been deposited with a trustee or custodian bank in an irrevocable trust or escrow account established for such purposes;
6. County, municipal, or school district direct debt obligations for which an ad valorem tax may be levied or bond and revenue anticipation notes, money judgments against such county, municipality or school district ordered by a court of record or bonds or bond and revenue anticipation notes issued by a public trust for which such county, municipality or school district is a beneficiary thereof;
7. Money market mutual funds regulated by the Securities and Exchange Commission and which investments consist of obligations of the United States, its agencies and instrumentalities, and investments in those items and those restrictions specified in paragraphs 1 through 6;
8. Warrants, bonds, or judgments of the school district; or
9. Qualified pooled investment programs, the investment of which consist of those items specified in paragraphs 1 through 8 as well as obligations of the United States agencies and instrumentalities, regardless of the size of the district's budget. To be qualified, a pooled investment program for school funds must be governed through an interlocal cooperative agreement formed pursuant to 70 O.S. § 5-117b and the program must competitively select its investment advisors and other professionals. Any pooled investment program must be approved by the board of education.
10. Investment programs administered by the State Treasurer.

MANAGEMENT AND INVESTMENT OF FUNDS (Cont.)

Any interest received from investments shall be placed in the fund from which the investment was made as approved by the board of education at a lawfully convened board meeting.

The treasurer shall place primary emphasis on safety and liquidity in the investment of funds. Taking into account the need to use sound investment judgment, prior to purchasing direct obligations of the United States Government or other obligations of the United States Government, its agencies or instrumentalities, the school district shall utilize competitive bids, to the extent practicable. All investments shall be designed to maximize yield within the class of investment instrument, consistent with the safety of the funds invested.

To determine that school funds are properly secured, the treasurer shall, on a monthly basis, obtain from each bank where funds are deposited a listing of collateral pledged, setting forth the par value and market value of such collateral. The board shall utilize said documents in reviewing the investment performance of the treasurer.

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

REFERENCE: 62 O.S. §471
70 O.S. §5-115

THIS POLICY REQUIRED BY LAW.

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

The board of education shall annually sanction parent organizations and booster clubs (hereinafter referred to as organizations) which exist to promote a positive relationship between the district and the community by assisting and supporting the schools in recognizing and promoting student activities. Close communication will be maintained to ensure that the goals of the organizations are in compliance with the goals and policies of the district. The district shall incur no liability for the acts, errors or omissions of any sanctioned organization. The board will determine whether to sanction an organization by taking action on the recommendation of the superintendent. Sanctioning will be contingent on compliance with the following criteria:

- A. The organization must be managed or operated by adults, rather than students, and will present its by-laws and/or constitution to the board. These will differentiate the parent organization or booster club from any student organizations and will provide details of their structure including:
 1. Officers' names and addresses
 2. Details of the process to elect officers and the length of each officer's term
 3. Purpose and goals
 4. Detailed breakdown of the dues structure for the membership and officers
 5. Itemized projection for the use of funds generated by both item and cost
- B. The organization must include one representative from the school faculty as a sponsor.
- C. No fund raising activities will be conducted within the school during school hours by adults or students unless approved by the principal.
- D. The organization may not use school materials in advertising its activities. Requests for the use of school property will comply with district regulations.
- E. All funds raised will be used to achieve the stated purposes and goals of the organization.

Payments for services to Lawton Public Schools employees must be made through the District's payroll system in order to comply with IRS regulations. Any such services must have prior approval by the Director of Human Resources. The organization will

- Gifts related to the teacher's or sponsor's employment with the Lawton Public Schools are also considered taxable compensation. The exception is de minimus (value less than \$100) gift of items (not cash or gift cards) that are given occasionally (e.g. holiday gifts).
- Gifts of de minimus (value less than \$100) of cash or gift cards related to the teacher's or sponsor's employment with the Lawton Public Schools are never excludable from income. The District's Chief Financial Officer must be notified of any instances of such payment.
- Payment for services to district employees in cash or gift cards are not allowed.
- District employees may be reimbursed for qualified business expenses without tax consequences. Such expenses must have appropriate receipts to substantiate the business purposes and are to be kept by the organization as the "invoice" for payment.
- If a sanctioned group wishes to give a teacher a gift card to purchase classroom supplies without it being taxable to the teacher, the card should be donated to the school and kept in the school's financial office.

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS (Cont.)

- The teacher can then check out the gift card and return the appropriate receipts which substantiate the business purpose of the purchases.
- F. Contributions to Lawton Public School organizations will not be accepted unless approved by the superintendent or designee and shall comply with Title IX and all other state or federal equity regulations.
- G. The organization must maintain bank and financial records separate from the district and provide to board annually or upon request a complete set of financial records.
- H. The organization will require the president, vice president and treasurer to annually complete the district's financial responsibility training. The organization will attach the principal's verification form to the organization's "Application for Sanctioning of Parent Organizations and Booster Club" form at the beginning of each new school year.
- I. The organization's financial records must be inspected to see if they comply with the district's established Guidelines for Financial Responsibility. If the gross annual receipts are less than \$10,000.00, this inspection must be completed annually during the months of June, July and August by an Accountant, Professional Bookkeeper or an inspection committee of not fewer than three (3) members of the organization's general membership (cannot include officers). If gross receipts are greater than or equal to \$10,000.00 Financial Accountability Report and Procedures for Insuring Financial Accountability must be performed by a CPA or entity approved by the Lawton Public Schools finance department, using the procedures prescribed in the Guidelines for Financial Responsibility and agreed upon procedure report issued by the CPA with the results. The results of the inspection, as shown in the Procedures for Insuring Financial Accountability and the Financial Accountability Report, must be attached to the organization's "Application for Sanctioning of Parent Organizations and Booster Club" form at the beginning of each new school year.
- J. Any plan, project or activity intended to modernize, renovate or render maintenance to school controlled and/or owned properties shall be presented to the superintendent for consideration, comment, evaluation, approval and sponsorship. This must be done before any public announcement is made.
- K. Board sanctioning does not excuse an organization from complying with all state and federal laws as they pertain to equal opportunity and treatment for all students.
- L. The board reserves the right to revoke the sanctioning of any organization if it is determined that the operation and purpose are not consistent with the policies and procedures adopted by the board.
- M. Any disputes arising out of the enforcement of this policy may be appealed to the superintendent.
- N. All Organizations will be required to obtain a federal Employee Identification Number (EIN).
- O. If the organization is abolished or ceases to exist, all funds remaining after the financial responsibilities are satisfied shall be deposited into the general fund activity account of the school with which the organization was associated or state PTA.
- P. A Sanctioning Packet will be submitted by the last school day of September each year by each organization. The packet included:

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS (Cont.)

1. An “Application for Sanctioning of Parent Organization and Booster Clubs” form
2. A copy of the group’s current bylaws and standing rules, (amendments to these by-laws will not take effect until the following school year)
3. The verification form indicating that the group president, vice president and treasurer have viewed the PTA or Booster Club Financial Responsibility Training video
4. A “Procedures for Insuring Financial Accountability” including the “Financial Accountability Report”
5. A copy of the general ledger (transaction register) for the previous year

All five (5) of these items must be completed, fastened together and turned in to the site principal. The principal should sign and date the verification form and forward the packet to the Lawton Public Schools Finance Office (Shoemaker Education Center). The sanctioning form will then be sent to the board for approval. The board will not sanction a group until all five items have been completed and turned in to the Shoemaker Center.

REFERENCE: 70 O.S. §5-129.1

Title IX, Education Amendment of 1972, 20 U.S.C. §1681, et seq.

THIS POLICY REQUIRED BY LAW.

SALARY DEDUCTIONS

Federal and state income tax and social security deductions are mandatory by federal and Oklahoma law. The school district is required to make payroll deductions for professional organization dues and political contributions upon the request of any employee. Such deductions shall be on a ten-month basis. Other deductions may be authorized by the Board of Education upon request and authorization of the employee.

A school employee may request a change to deduction for the earliest possible payroll and the professional organization will be notified of the initiation/termination of payroll deductions.

REFERENCE: 70 O.S. §5-139
70 O.S. §6-101.1

BIDS AND QUOTATIONS

No expenditure involving an amount greater than \$500.00 shall be made except in accordance with the provisions of a written contract or purchase order, and no contract involving an expenditure of more than \$50,000 for the purpose of erecting a building or making any improvements on school buildings shall be made except upon sealed proposals and to the lowest or best responsible bidder. This does not prohibit the district from erecting a building or making improvements on a force account basis.

Public construction contracts less than \$50,000 shall be let and awarded to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to the lowest responsible qualified contractor. Public construction contracts for less than \$5,000 may be negotiated with a qualified contractor. Public construction contracts are any contract for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on any school-owned building.

For minor maintenance or minor repair work to public school district property, contracts between \$25,000 and \$50,000 shall be let and awarded to the lowest responsible bidder by receipt of written bids. If a public construction contract for minor maintenance or minor repair work to district property is less than \$25,000, a contract may be negotiated with a qualified contractor. No work shall be commenced until a written contract is executed and proof of insurance has been provided by the contractor to the school district's business office.

The school board may provide for a local bid preference of not more than five percent of the bid price if the board determines that there is an economic benefit to the local area or economy. The determination as to whether there is an economic benefit to the local area or economy will be based upon whether the local bidder employs residents of the school district as employees or independent contractors and whether such employment will benefit the school district. The local bidder must be the second lowest qualified bid on the contract and must agree to perform the contract for the same price and terms as the bid proposed by the nonlocal bidder or contractor. Within the bid specifications the district must clearly state that the bid is subject to a local bidder preference law.

"Local bidder" means the bidding person is authorized to transact business in Oklahoma and maintains a bona fide establishment for transacting business within the state.

The term "force account" means the purchase of necessary materials, and the employment of necessary workmen, by the school district itself, rather than entering into a contract with a building or other contractor to construct the building or other improvement. No contract involving sums in excess of \$50,000 shall be split into partial contracts involving sums below \$50,000 for the purpose of avoiding the requirements of the Public Competitive Bidding Act.

For the purposes of this policy, the term "improvements on school buildings" shall not include any of the following:

1. Portable, or otherwise moveable, buildings and structures;
2. Prefabricated metal buildings and structures, along with necessary utility services for such buildings or structures;
3. Roofs placed over existing roof structures; and
4. Other structures that can be disassembled after installation and removed without permanent damage to existing property.

For the purposes of the Public Competitive Bidding Act, where total payments of principal and interest are anticipated to exceed \$50,000 the lease purchase of items pursuant to paragraphs numbered 2 and 3 above must be competitively bid.

BIDS AND QUOTATIONS (Cont.)

REFERENCE: 61 O.S. §102, §103, §107, §131
62 O.S. §430.1
70 O.S. §5-123

CREDIT CARDS

A credit card is allowed for employee use upon board approval. The district has approved JP Morgan Chase to be the approved financial institution.

DISPOSAL OF SURPLUS SCHOOL PROPERTY

Certain school-owned equipment, furniture, and other personal property may be declared surplus by the Board of Education and disposed of by public sale or discarded if determined to be of no value.

Computers declared as surplus property may contain such information as social security numbers, staff/student identification numbers, credit card numbers, bank account numbers, passwords, medical records, photographs, addresses, telephone numbers, student records, and other information that should not be released to the public. The district has an obligation to ensure that all school information has been deleted from surplus computers' files **and** hardware. Specialized software will be used to ensure the complete deletion of information from surplus computers prior to their sale or disposal.

Surplus personal property that has a saleable value shall be sold by the superintendent or designee. As the Oklahoma Constitution clearly prohibits gifts with public funds, the school district must receive reasonable compensation in exchange for any surplus personal property. School board members and relatives of school board members within the second degree are prohibited from purchasing property from the school.

REFERENCE: 70 O.S. §5-117(A)(11)
Oklahoma Constitution, Article 10, Section 15

SCHOOL SECURITY DRILLS

The following are the planned procedures for responding to a school campus intrusion/crisis. If a teacher, student, or administrator is made aware of an intruder, violence, weapons, acts of terrorism, or other crisis within the school campus, the following actions should be taken:

1. Notify the office immediately by intercom or in person, whichever is fastest (no student messengers).
2. Do not confront any intruder. Instead, notify the principal/office, unless a student is in imminent danger.
3. The principal/office will announce over the intercom, "This is a security drill, please take action at this time." The office will also notify the police, ambulance, superintendent, etc., and will immediately shut off all school bells.
4. Teachers' immediate responsibilities shall be:
 - Lock all classroom doors (all inside)
 - Close all windows, window blinds/curtains
 - Turn all classroom lights off
 - Gather all students in an obscure corner of the room
 - Keep students orderly and quiet
 - Refrain from using the intercom unless the intruder is visible and office contact is necessary
 - Do not leave the classroom/students at any time
5. The principal shall close all hallway doors in the building.
6. The principal shall announce over the intercom that the drill is "over" and any explanation will be given at that time.

A minimum of four security drills will be conducted at each school site within the district on an annual basis. No security drill will be conducted at the same time of day as a previous security drill conducted in the same school year, and no more than two security drills shall be conducted in one semester. One security drill shall be conducted within the first fifteen (15) days of each semester. The board of education and administration shall make a determination each year as to the extent of student involvement in the security drills. Staff shall be required to participate in the drills.

LEGAL REFERENCE: 70 O.S. § 5-148

EARLY DISMISSAL OF SCHOOL

It is policy of the Board of Education to dismiss school if weather conditions deteriorate to the extent that the safety of students may be jeopardized or if a situation develops that would require the early closure of school.

During the tornado season, the school administration will be concerned with tornado watches and tornado alerts. A tornado watch is issued by the weather bureau when conditions are favorable for the development of tornadoes. School will not be dismissed because of a tornado watch. However, if a parent is concerned about the safety of a child, the child will be released to the parent's custody at the school. A tornado warning is issued by the weather bureau when a tornado has been sighted. School will be dismissed if the administration feels that it is safe to do so. Otherwise, children shall remain at school and appropriate safety measures shall be taken.

When extreme weather conditions necessitate that the superintendent close school or a determination is made by the superintendent that school needs to close early when circumstances warrant such closure, the following procedures should be observed:

1. Announcements of school closures due to inclement weather will be made using traditional and social media resources to specify school closures. The Lawton Public Schools notification system will be utilized as the first point of information and other broadcast outlets (radio and television) will be notified when school closures occur.
2. In the event of dismissal of classes an administrative officer of the Shoemaker Education Center and the LPS Communications Office will work with principals of sites impacted by the event to coordinate the notification of student's families.
3. If hazardous road conditions make it dangerous for an employee to travel to work, emergency, personal, or vacation leave must be taken. The principal or supervisor should be notified as soon as possible that the employee will not be reporting for duty.

SAFETY DRILLS

The School District will conduct ten (10) safety drills each school year. The Superintendent shall be responsible for ensuring that all ten (10) drills have been appropriately conducted at each school site within the school district. It shall be the duty of the site principal, under the direction of the superintendent, to conform to the written plans and procedures adopted by the school district. All students and teachers shall participate in the safety drills. The extent of student involvement in intruder drills shall be determined by the superintendent in consultation with the building principal. The ten (10) drills shall consist of the following:

1. Security drills. A minimum of four (4) security lockdown drills shall be conducted at each site within the school district each school year. No security drill can be conducted at the same time of day as a previous security drill in the same school year, and no more than two drills shall be conducted in the same semester. One security drill shall be conducted within the first fifteen (15) days of each semester. Security drills shall be conducted for the purpose of securing school buildings to prevent or mitigate injuries or deaths that may result from a threat around or in the school.
2. Fire drills. Each site school shall conduct a minimum of two (2) fire drills per school year. Each fire drill shall be conducted within the first fifteen (15) days of each semester. The fire drills shall include the sounding of a distinctive audible signal designated as the fire alarm signal.
3. Tornado drills. Each school site shall conduct a minimum of two (2) tornado drills per school year. Tornado drills are required to be conducted in the months of September and March.
4. Safety drills. Each school site shall conduct a minimum of two (2) safety drills per year that can consist of any of the aforementioned drills.

Documentation of completion of the drills shall be maintained. Records for each fire drill shall be preserved in writing for at least three years and made available to the State Fire Marshal or the marshal's agent upon request. The school district shall document all other safety drills in writing and by school site with a copy of the report remaining at the school, a copy filed with the district administrative office, and a copy with the Oklahoma School Security Institute.

REFERENCE: 70 O.S. § 5-148
70 O.S. § 5-149

*Evacuation of the building to various safe locations in a random order is preferred so that anyone threatening harm will not have prior knowledge of the evacuation route and safe areas.

FIRE DRILLS RULES AND PROCEDURES

In accordance with the policy of the board of education and Oklahoma law, fire drills will be scheduled by the principal at least twice each school year. The fire drills shall be conducted within the first fifteen days of each semester. The purpose of a fire drill is to train students, under staff direction, to move safely, quickly, and quietly from any location within the building to an assigned evacuation area outside.

The following rules and procedures will be complied with in all schools:

1. 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.
2. A district fire alarm signal will be used for fire drills only; another signal will be established by the principal for return to class.
3. No person is to remain in the building during fire drills.
4. Evacuation areas will be at least 50 feet (100 feet if possible) away from buildings and driveways at the north and south ends of the school.
5. It is each student's responsibility to move quickly, quietly, and in an orderly manner through the assigned exit to the assigned evacuation area.
6. Provided safety considerations allow, the teacher or other fire evacuation leader will be responsible for:
 - A. Seeing that windows are closed.
 - B. Assuring that electrical circuits and gas jets are turned off.
 - C. Maintaining order during the evacuation.
 - D. Assigning students to hold doors open, if their group is the first to evacuate from such doors, and instructing students holding doors to rejoin the class after the last person has passed through the doors.
 - E. 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.
7. The exercise will be observed by the vice-principals and a report made to the principal as to the time required to complete the evacuation.
8. The principal will provide the superintendent, or the superintendent's designee, with a report on all fire drills, including the time required for evacuation. The superintendent shall preserve such reports for at least three years and make them available to the State Fire Marshal, or his agent, upon request.

REFERENCE: 70 O.S. §5-149

TORNADO DRILLS RULES AND PROCEDURES

In accordance with the policy of the board of education, tornado drills will be scheduled by the principal at least two times per school year in order to ensure the best possible plan has been established and to ensure all students and personnel know what they are to do when a signal for a tornado drill is given. Tornado drills must be conducted in September and March of each school year. The principal or designated staff member shall submit a copy of the drill plan for the building to the superintendent's office during the first month of school. Tornado drills are to be held on different days of the week at different hours of the day.

Definition of Terms

A **tornado watch** indicates that, within a period of several hours, a tornado may strike in a designated area.

A **tornado warning** indicates a tornado has been spotted or indicated on radar and that the tornado is likely to strike in a designated area immediately or within the next hour.

Procedures

When a tornado warning has been received, the superintendent or designated administrator shall notify all schools in the area. Upon being notified of a tornado warning, the principal or designated staff member must check weather conditions in the area to determine if it is necessary for students to be moved into the refuge areas. A designated staff member will monitor commercial radio or TV for tornado warnings, even if the school has a NOAA weather radio tone-alert system.

It is not necessary for schools to wait for the "weather alert" before moving students into the refuge areas. If the principal or designated staff member deems it advisable to move students into the refuge areas, this should be done immediately. Designated staff members will be assigned to bring in children from playgrounds or other outdoor areas during a tornado warning.

Each principal or staff representative will need to use individual best judgment as to when students should leave the refuge areas and return to the classrooms.

Refuge Areas

Students housed in single story buildings should be moved into a basement or the interior corridors that are not parallel to the tornado's path (usually from the southwest).

Students housed in single story buildings that do not have corridors should seek refuge under tables, desks, etc. preferably away from areas containing glass.

In situations where some of the students are housed in annexes adjacent to the main building, students should be moved from the annex into the main building when space is available.

Avoid the use of large enclosed areas, such as auditoriums, gymnasiums, cafeterias, or other rooms with wide, free-span roofs as places of refuge.

TORNADO DRILLS, RULES AND PROCEDURES (Cont.)

If a school bus is caught in the open when a tornado is approaching, the children will be escorted to a nearby ditch or ravine and made to lie face down, hands over their heads. They should be far enough away from the bus so that the bus cannot topple onto them.

Planning Security Drills

When developing a tornado security drill, selecting refuge areas to be used should be the first consideration. After refuge areas are determined, the following should be accomplished:

1. Assign and fit the students into the refuge areas. Adjustment may be necessary.
2. Conduct drills with one or two rooms at a time.
3. Determine the position(s) to be taken in the refuge areas and explain them to the students. The following positions are recommended:
 - A. Down on knees, lean forward, cover as much of exposed body as possible by crossing arms and burying the face in the arms.
 - B. Cross legs, sit on the floor, and cover face with folded arms. (Students should turn their backs to natural light.)
4. Determine the signal to be used for the security drill and ensure all school personnel and students know how to distinguish it from other signals. Establish a backup alarm to be used in the event of a power failure, e.g. a battery-operated bullhorn, hand-cranked siren, or hand bell.
5. Conduct a building drill and make any changes necessary to improve the plan.

Teacher Responsibility

The classroom teacher has the responsibility of preparing the students for the drills as well as the real emergency. Information given by the teacher will do much to protect the emotional health of the child. Statements by uninformed or poorly informed individuals can cause students to become emotionally upset. It would seem psychologically sound to teach all students the usable facts that can be understood at their intelligence level. There cannot be a quick course of instruction once a tornado has struck.

Preparation of the Building

Close the outside doors on the side from which the tornado is approaching.

Open outside doors on the side of the building opposite to the approaching tornado. Doors must be fastened securely so there is no danger of their blowing shut. Tapered wedges and/or doorstops should be used for this. All inside doors leading into corridors must be left open.

TORNADO DRILLS, RULES AND PROCEDURES (Cont.)

The custodian or alternate MUST turn off the gas on the outside of the building when a tornado warning has been received.

Variety

It is recommended that tornado drills be held under all kinds of conditions and circumstances and from all parts of the building in order to prepare students for any emergency that would make it necessary for them to be moved into the refuge areas. Among these would be the following situations:

- From regular classrooms
- From regular classrooms with a blocked exit
- From assemblies
- When some of the students are in the classrooms and others are on the school grounds or in the cafeteria
- When students are in the process of changing classes
- Any other situation in which students might be found
- From the cafeteria
- From a bus

Dismissal from School

School will not be dismissed because of a tornado warning. (See also policy CKBB.)

Children will not be permitted to leave school during a tornado warning alert in the immediate area. However, parents may go to the school and get their children. Parents should contact the principal's office and let a member of the school staff get the student from the classroom. When parents go to the classroom, it excites the other students and disrupts teaching.

If, at dismissal time, a storm is approaching and it is believed the children will not have time to reach home before it strikes, children should be kept in the building until it is deemed safe to dismiss them. School buses will not be used during tornado warnings.

TOBACCO USE PROHIBITED

The Lawton Public Schools Board of Education is committed to providing a healthy and productive environment for all persons using the school facilities. The Board of Education, also, recognizes that tobacco smoking and the environmental tobacco smoke (second hand smoke) has been shown to be linked to illnesses and disability and that federal law prohibits smoking in any indoor facility or the grounds thereof, which is used to provide educational services to children. This policy applies to all public functions (ball games, concerts, etc.), extracurricular activities, and to anyone or any group using the district facilities and is intended to improve the health and safety of all individuals using the schools.

The use of a tobacco product or vapor product shall be prohibited 24/7 in or on an educational facility that offers an early childhood education program or in which children in grades kindergarten through twelve are educated. The use of a tobacco product or vapor product shall also be prohibited 24/7 in school vehicles, and at any school-sponsored or school-sanctioned event or activity.

"Educational facility" is defined as any property, building, permanent structure, facility, auditorium, stadium, arena, or recreational facility owned, leased, or under the control of the school district

"School Vehicle" is defined as any transportation equipment or auxiliary transportation equipment as defined in 70 O.S. § 9-104.

"Chewing tobacco" is defined as any Cavendish, twist, plug, scrap, and any other kinds and forms of tobacco suitable for chewing.

"Smoking tobacco" is defined as any granulated, plug cut, crimp cut, ready rubbed, and any other kinds and forms of tobacco suitable for smoking in a pipe or cigarette.

"Tobacco product" is defined as cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and all other kinds and any form of tobacco prepared in such manner to be suitable for chewing, smoking or both, and includes cloves or any other product packaged for smoking.

"Vapor product" is defined as noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. Vapor product shall also include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. Vapor products do not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetics Act.

All students, faculty, patrons, and staff are responsible for adhering to this policy. Employees are warned that violation of this policy may lead to dismissal action. Patrons who violate this policy will be asked to leave the school premises. Students violating this policy will be disciplined.

Signs will be posted in prominent places on school property to notify the public that smoking or other use of tobacco or vaping products is prohibited

TOBACCO USE PROHIBITED CON'T

Students are also prohibited from possessing tobacco products or vaping products on, in, or upon any school property. If students are found to be carrying cigarettes or other tobacco products, or vaping products, the products will be confiscated.

REFERENCE: 21 O.S. §1247
63 O.S. §1-1522, et seq.
70 O.S. § 1210.212
20 U.S.C. §6083

BUILDINGS, EQUIPMENT, AND GROUNDS

The Board of Education believes that the education of children is dependent upon many factors including a proper physical environment that is safe, clean, attractive, and smoothly functioning.

The care, custody, and safekeeping of all school district property is the general responsibility of the superintendent. It is also the superintendent's responsibility to establish procedures for the proper maintenance and safekeeping of school property.

Citizens of the district, students, and members of the police department are encouraged to cooperate in reporting to the chief of security any incidents of vandalism to property belonging to the district and the name(s) of the person or persons believed to be responsible. Every employee of the district shall report to the principal of the school - and the principal in turn to the chief of security - any incident of vandalism known to them, and, if known, the names of those responsible.

The superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism to school property. The superintendent is further authorized to delegate, as seen fit, authority to sign such complaints and to press charges.

The superintendent shall have authority to let contracts for minor repair work not exceeding \$10,000. Contracts beyond minor repair shall require board approval.

For public use of school property, see the policy on the community use of school property located elsewhere in this manual (see policy GK).

The school district shall be entitled to recover damages in a court of competent jurisdiction from the parents of any minor under 18 years of age, living with the parents at the time of the act, who commits 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 school district. The amount of damages awarded shall not exceed \$2,500.00.

REFERENCE: 23 O.S. §10

EQUIPMENT ACCOUNTABILITY

It is the policy of the Lawton Board of Education that each teacher shall be charged with the responsibility of accounting for equipment or supplies used by the teacher.

Inventories will be made of all equipment, books, furniture, computing devices and supplies at the beginning and close of the school year. The inventory will be filed in the office of the superintendent.

No school property or equipment may be removed from the school for non-school use without the approval of the superintendent. Any equipment on loan must be operated by a school approved operator. The borrower shall assume the expense of the operator and the full responsibility for the equipment while it is in the borrower's possession.

Equipment purchased with federal funds shall be utilized in the program or project for which it was acquired as long as needed. When no longer needed for the original program or project, the equipment can be utilized in other programs or projects which are approved by the superintendent or designee. Prior to any sale of property, the board of education will need to vote to declare the property as surplus. When acquiring replacement property, the school district may utilize the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Any property that is purchased with federal funding is the property of the school district and should be identified on inventory lists with a description of the property, a serial number or other identification number, the source of funding for the property, the acquisition date, and the cost of the property, the location, use and condition of the property, any ultimate disposition information including the date of disposal and sale price of the property. Any sale of property that was purchased with federal funding must ensure the highest possible return for the school district and adhere to district policy regarding sale of personal property.

**REFERENCE: 70 O.S. §5-130
2 C.F.R. §§ 200.33, 200.94, 200.20 and 200.313.
Department of Education, Administrator's Handbook**

SCHOOL TRANSPORTATION

The school district recognizes that in Oklahoma, student transportation is a service that may be provided for its qualifying students by the school district. The school district wishes to assure its citizens that any transportation services provided by the district are to accomplish three goals:

1. To ensure that children of our district school are transported in the safest manner possible (see also policy CNAB);
2. To ensure that the transportation services provided are cost effective to our district's taxpayers;
3. To ensure that all transportation services are rendered in an equitable manner.

The school district will accomplish these goals through strict enforcement of its school transportation policies.

Definitions: For the purposes of clarification, the following terms are defined.

1. Supervisor of Transportation--the person appointed by the board of education responsible for the operation of student transportation services.
2. School bus driver--any person who operates a vehicle transporting school children under the direct auspices of the board of education.
3. School bus, transportation equipment--any vehicle or conveyance used to transport school children from their homes to school and from school to their homes.
4. Auxiliary transportation equipment--includes, but is not limited to, equipment used for transporting students to and from extracurricular activities, but does not include transportation equipment used for transporting students from their homes to school and from school to their homes.

Drivers of all school transportation equipment will abide by state laws, rules, and regulations and shall make appropriate reports as required.

**REFERENCE: 70 O.S. §9-104
47 O.S. § 11-705**

TRANSPORTATION MANAGEMENT

The Lawton Board of Education recognizes that transportation is a necessary element of educational opportunity and, therefore, the board shall grant appropriations for transportation. Transportation is a privilege extended to students in the district only when necessary for the accomplishment of one of the following purposes:

1. To provide transportation for any child who is participating in prekindergarten, kindergarten, or early child hood program operated by the school district or any Head Start program offered by the school district.
2. To transport children whose homes are more than a reasonable walking distance, as defined by regulations of the State Board of Education, from the school attended by such child. Transportation may be provided to children whose residence is within one and one-half miles of the school attended only within the limits of time, space, and funds. Such transportation privileges shall be withdrawn if the board believes it to be in the best interest of the school district.
3. To allow, when practicable, the use of school buses for the transportation of students to school activities and on field trips that have been approved by the superintendent. Expenses for such transportation shall be paid by the students transported or by the school activity or school organization requiring the transportation. Such costs may also be paid from other private sources. Any money so collected will not be chargeable to or become a part of the school district's finances.
4. To provide adequate education facilities and opportunities which otherwise would not be available;
5. To contract for the use of school buses and other school transportation for general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural, or parental involvement purposes, and to make a reasonable charge to cover the cost of the use of school buses and other school transportation.
6. For group movements for participants to and from contests, athletic games, or other school functions under the direct auspices of the board of education:
 - A. Activity trips for children participating in regularly scheduled school activities within the state.
 - B. Activity trips for children participating in educational contests and activities with neighboring out-of-state schools for normally scheduled inter-school functions.
 - C. FFA and FHA trips in the state for children participating in regularly scheduled activities.
 - D. 4-H trips in the state, for children in regularly scheduled activities, if under the supervision of a member of the local school faculty.
 - E. Transportation for school children participating in educational contests and activities outside the State of Oklahoma or outside the districts in which they reside upon request from the State Director of Cooperative Extension Work in Agriculture and Home Economics (Service), or the State Director of Vocational Education, or the State Supervisor of Vocational Agriculture.

TRANSPORTATION MANAGEMENT (Cont.)

F. Trips for purposes connected with summer youth activities, upon approval of the school board.

G. Transportation for adults enrolled in adult and community education class.

District-owned vehicles will not be used for the following:

1. Transportation for students to and from night programs, contests, athletic games, or other school functions at the local schools.
2. Transportation for adults to and from programs, contests, athletic games, or other non-supervised school functions.
3. Transportation for non-participating students to and from contests, athletic games, or other school functions.

In accordance with state law, bus lights will be activated at all times any school bus is in operation.

REFERENCE: 47 O.S. §12-228
70 O.S. §5-130
70 O.S. §9-101
70 O.S. §9-108

CHILD NUTRITION AND PHYSICAL FITNESS PROGRAM

The Lawton Board of Education recognizes that childhood obesity has reached epidemic levels throughout the country. Overweight children are at a higher risk for developing severe long-term health problems, and overweight children are affected by discrimination, psychological stress, and low self-esteem. However, research indicates that obesity and subsequent diseases are largely preventable through diet and regular physical activity. Research also indicates that becoming physically active and maintaining a regular physical activity program significantly reduces the risk of some obesity and some cancers, diabetes, and other chronic diseases.

Children who eat well-balanced meals and are healthy are more likely to learn in the classroom. The board supports increased emphasis on nutrition as well as physical activity at all grade levels to enhance the well-being of our district's youth. Therefore, it is the policy of the board to:

1. Provide students access to nutritious food;
2. Provide opportunities for physical activity and developmentally appropriate exercise; and
3. Provide accurate information related to these topics.

It is the intent of the board of education that parents, students, child nutrition employees, teachers of physical education, school health professionals, and the general public participate in the development, implementation, and periodic review and updating of this policy. It is expected that the school district's Healthy and Fit Kids Advisory Committee will participate in the process and assist the referenced individuals in preparing written recommendations to the administration and the board to adopt as a part of the school district's local school wellness policy. Specific information regarding these recommendations and the wellness policy are as follows:

It is a goal of the Lawton School District that all students shall possess the knowledge and skills necessary to make nutritious food choices and enjoyable physical activity choices for a lifetime. All staff in the Lawton School District are encouraged to model healthful eating and physical activity as a valuable part of daily life. The school district will introduce and encourage staff members to participate in fitness activity and healthy eating/weight management programs that are provided in our area.

To meet this goal, the Lawton School District adopts this school wellness policy with the following commitments to nutrition, physical activity, comprehensive health education, marketing, and implementation. This policy is designed to effectively utilize school and community resources and to equitably serve the needs and interests of all students and staff, taking into consideration differences in culture.

* This will be in accordance with the 2010 Healthier Hunger Free Kids Act.

Commitment to Nutrition

The Lawton School District will:

- Offer a school lunch program with menus that meet the meal patterns and nutrition standards established by the U.S. Department of Agriculture and the Oklahoma Department of Education, Office of Child Nutrition Programs.
- Offer school breakfast and snack programs (where approved and applicable) with menus that meet the meal pattern and nutrition standards established by the U.S. Department of Agriculture and the Oklahoma State Department of Education, Office of Child Nutrition Programs.
- Encourage school staff and families to participate in school meal programs.

CHILD NUTRITION AND PHYSICAL FITNESS PROGRAM (Cont.)

- Operate all Child Nutrition Programs with school foodservice staff who are properly qualified according to current professional standards.
- Establish food safety as a key component of all school food operations.
- Follow State Board of Education policies on competitive foods and beverages sold as required by the Smart Snacks in School Regulations.
- All food and beverages both sold and served on the school campus before, during, and after the school day with the objective of promoting student health and reducing childhood obesity, should follow the USDA guidelines.
- Students will be given at least 10 minutes for breakfast and 20 minutes for lunch, from the time they are seated, to consume meals.
- Ensure a cafeteria environment conducive to a positive dining experience, with socializing among students and between students and adults; with supervision of eating areas by adults who model proper conduct and voice levels and with adults who model healthy habits.
- Make school meals accessible to all students with a variety of delivery strategies, such as breakfast in the classroom and grab and go meals.
- Encourage the use of healthy foods, which meet USDA guidelines, or non-food items as rewards for student accomplishment.
- Encourage all school-based organizations to use services, contests, non-food items, and/or healthful foods for fundraising programs.
- Provide nutrition information for parents, including nutrition analysis of school meals and resources to help parents improve food that they serve at home.
- Use multiple channels, including classroom, cafeteria, staff modeling, and communications with parents to promote healthy eating behaviors both at school and at home.
- Safe, unflavored drinking water will be provided throughout the school day at no cost to students.
- Encourage the implementation of school gardens and related resources.
- Commitment to Physical Activity

The Lawton School District will:

- Offer a planned sequential program of physical education instruction incorporating individual and group activities that are student centered and taught in a positive environment.
- Establish or enhance physical activity opportunities, which are both competitive and noncompetitive, to help develop the skills needed to participate in lifetime physical activities.
- Create wider opportunities for students to voluntarily participate in before- and after-school physical activity programs.
- Ensure the availability of proper equipment for the students and faculties that meet safety requirements.
- Provide daily recess or physical activity for elementary schools.
- Require students to be physically active during the majority of their time in physical education.
- Integrate physical activity throughout the curriculum whenever possible.
- Only allow medical waivers/exemptions from participation in physical activity.

CHILD NUTRITION AND PHYSICAL FITNESS PROGRAM (Cont.)**Commitment to Comprehensive Health Education**

The Lawton School District will:

- Offer nutrition education in the school cafeteria as well as the classroom.
- Establish a district committee that will study and make recommendations regarding health education, nutrition, and health services.
- Integrate nutrition education into the curriculum.
- Offer consistent nutritional messages throughout the school, classroom, cafeteria, and school events.
- Encourage school staff to promote healthful eating and healthy lifestyles to students and parents.

Commitment to Marketing a Healthy School Environment

The Lawton School District will:

- Provide positive, motivating messages, both verbal and non-verbal, about healthy lifestyle practices throughout the school setting. All school personnel will help reinforce these positive messages.
- Involve students in planning for a healthy school environment.
- Promote healthful eating, physical activity, and healthy lifestyles to students, parents, teachers, administrators, and community at school events.
- Work with local media, like newspaper, TV, and radio, to inform the community about the health problems facing Oklahoma children, as well as the need for and benefits of healthy school environments.
- Food and beverage advertisements will meet USDA Standards.

Commitment to Implementation

The Lawton School District will:

- Designate one or more persons to ensure that the school wellness policy is implemented as written.
- Establish and support a Lawton Public Schools Wellness Council that addresses all aspects of a coordinated school health program, including a school wellness policy.
- Conduct a review of the progress towards school wellness policy goals each year to identify areas for improvement.
- Prepare and submit a yearly report to the school board regarding the progress toward implementation of the school wellness policy and recommendations for any revisions to the policy, as necessary.

Curriculum

The Lawton Board of Education recognizes that healthy eating patterns are essential for students to achieve their academic potential, full physical and mental growth, and lifelong health and well being. To ensure students possess the knowledge and skills necessary to make nutritious food choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program and/or the School Breakfast Program. To implement the program, the

CHILD NUTRITION AND PHYSICAL FITNESS PROGRAM (Cont.)

Superintendent shall adopt and implement a comprehensive curriculum on health, fitness, and nutrition that will provide opportunities for developmentally appropriate instruction for grades K-12. The input of staff, students, parents, and public health professionals in the development of the curriculum will be encouraged.

Nutrition, health, and fitness topics shall be integrated within the sequential comprehensive health education curriculum taught at every grade level, K-12, and coordinated with the district's nutrition and food services operation.

The district shall take a proactive effort to encourage students to make nutritious food choices. The superintendent shall ensure that:

1. A variety of healthy food choices are available whenever food is sold or served on district property or at district-sponsored events;
2. Schools shall regulate the sale or serving of foods or snacks high in fat, sodium, or added sugars; and
3. Nutritious meals served by the school nutrition and food services operation complies with state and federal law.

Child Nutrition Program

The Lawton Public Schools will operate a school lunch program that will include lunch, and may include breakfast, through participation in the Child Nutrition Programs. The superintendent, in conjunction with the food service supervisor and with the approval of the board of education, will establish and post meal prices.

As required for participation in the Child Nutrition Programs, the board prescribes that:

School lunch is to be made available to all students.

Free and reduced-price lunches are to be made available for students who meet the federal income guidelines.

In the operation of the Child Nutrition Programs, no child will be discriminated against because of race, sex, color, national origin, age, or disability. Discrimination complaints under these programs should be filed with the State Department of Education Child Nutrition Programs, 2500 North Lincoln Blvd., Oklahoma City, Oklahoma 73105-4599.

The district shall inform parents of the eligibility standards for free or reduced-price meals. Reasonable efforts shall be made to protect the identity of students receiving such meals. A parent has the right to appeal to the superintendent any decision with respect to his/her application for free or reduced-price food services.

The district's child nutrition program shall reflect the board's commitment to providing adequate time for instruction to promote healthy eating through nutrition education, serving healthy and appealing foods at district schools, developing food-use guidelines for staff, and establishing liaisons with nutrition service providers, as appropriate. Nutrition education topics shall be integrated within the sequential, comprehensive health education program taught at every grade level, pre-kindergarten through grade 12, and coordinated with the district's nutrition and food services operation.

CHILD NUTRITION AND PHYSICAL FITNESS PROGRAM (Cont.)

It is the intent of the board of education that district schools take a proactive effort to encourage students to make nutritious food choices. Meals served in school before the end of the last lunch period shall conform to the U. S. Dietary Guidelines for Americans. Food and beverages sold or served on district grounds or at district-sponsored events shall meet requirements for nutritional standards and/or other guidelines as may be recommended by the district and school health and nutrition committees. The superintendent shall ensure that nutritious foods are available as an affordable option whenever food is sold or served on district property or at district-sponsored events.

The superintendent is directed to prepare rules and regulations to implement and support this policy, including such provisions as may be necessary to address all food and beverages sold and/or served to students at school (i.e., competitive foods, snacks, and beverages sold from vending machines, school stores, and fund raising activities and refreshments that are made available at school parties, celebrations, and meetings), including provisions for staff development, family and community involvement, and program evaluation. The board of education designates the Superintendent as the school official who shall be responsible for oversight of this policy to ensure compliance for the school district.

The content of this policy and any updates are to be provided to the public on an annual basis. The district may do this electronically or through the media.

REFERENCE: 70 O.S. §1-107
7 CFR, Parts 210 and 220
7 CFR, Part 245.5

***THIS POLICY REQUIRED BY
PUBLIC LAW 108-265, SECTION 204
AND PUBLIC LAW 111-296.***

PROCUREMENT

It is the policy of the Lawton Board of Education to follow acceptable practices in the procurement of supplies for this school district. Acceptable practices are those set forth in federal law, Oklahoma statutes, and Department of Education regulations.

No employee, officer, or agent of this school district shall participate in the selection of or in the award or administration of a contract for procurement if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when any of the following has a financial or other interest in the firm selected for the award:

- The employee, officer, or agent;
- Any member of his/her immediate family;
- His/her partner;
- An organization which employs or is about to employ any of the above.

Officers, employees, and agents of this school district shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Prohibited favors include purchasing food items at cost or at retail value from a vendor.

Officers, employees, contractors, and agents are expected to be aware of the penalties established by the Anti-Kickback Act of 1974 as codified by Oklahoma Statutes, Title 74, Section 3401, et seq.

The superintendent is directed to establish a regulation setting forth acceptable procurement procedures for this district.

REFERENCE **Oklahoma Department of Education Directive, dated June 6, 1988**
 74 O.S. §3401, et seq.
 7 CFR 3016

PROCUREMENT PROTEST PROCEDURES

Any actual or prospective bidder, offeror, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Lawton Public Schools may formally protest to the purchasing clerk of Lawton Public Schools. Such protests must be made in writing and received by the purchasing clerk of Lawton Public Schools at 753 Fort Sill Blvd, Lawton, OK 73507 within seven (7) days of the awarding of the bid. The protesting party must mail or deliver copies of the protest to the Lawton Public Schools the State Agency, and other interested parties.

In the event of a timely protest, the Lawton Public Schools) shall not proceed further with the solicitation or award of the contract.

A. A formal protest must be sworn and contain:

1. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
2. A specific description of each action by Lawton Public Schools that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.
3. A precise statement of the relevant facts.
4. A statement of any issues of law or fact that the protesting party contends must be resolved.
5. A statement of the argument and authorities that the protesting party offers in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to the State Agency and all other identifiable interest parties.

The Lawton Public Schools may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The Lawton Public Schools may solicit written responses to the protest from other interested parties.

If the protest is not resolved by mutual agreement, the Lawton Public Schools shall issue a written determination that resolves the protest.

If the Lawton Public Schools determines that no violation of statutory or regulatory provisions has occurred, then the Lawton Public Schools shall inform the protesting party, the State Agency, and other interested parties by letter that sets forth the reasons for the determination.

If the Lawton Public Schools determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the Lawton Public Schools shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.

If the Lawton Public Schools determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, then the Lawton Public Schools shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the contract void.

The Lawton Public Schools shall maintain all documentation on the purchasing process that is the subject of a protest or appeal in accordance with the retention schedule of Lawton Public Schools.

PROCUREMENT (REGULATION)

SECTION I - PROCUREMENT PLAN GENERAL REQUIREMENTS

The Lawton Public Schools plan for procuring items for use in the Child Nutrition Program is as follows:

1. The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.
2. The following **Code of Conduct** will be expected of all persons who are engaged in the awarding and administration of contracts supported by Child Nutrition reimbursement funds. These written standards of conduct include:
 - a. No employee, officer, or agent shall purchase or establish a contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - 1) The employee, officer, or agent;
 - 2) Any member of the immediate family;
 - 3) His or her partner;
 - 4) An organization which employs or is about to employ one of the above.
 - b. Employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - c. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
 - d. No item, food, or beverage purchased with nonprofit school food service funds will be removed from the school premises by school personnel.
 - e. Penalties for violation of the standards of code of conduct of the SFA School Child Nutrition Program (CNP) should be:
 - 1) Reprimand by Board of Education
 - 2) Dismissal by Board of Education
 - 3) Any legal action necessary
3. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:
 - a. Be necessary and reasonable for proper and efficient administration of the program(s)
 - b. Be allocable to federal awards applicable to the administration of the programs(s)
 - c. Be authorized and not prohibited under state and local laws
4. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Thresholds	SFA/Sponsor Procurement Thresholds (input)
Micro-purchasing	Less than \$10,000	Less than \$10,000
Equipment	Over \$5,000	Over \$5,000
Small/Informal	Less than \$250,000	Less than \$250,000
Formal	Greater than \$250,000 or any total Food Service Management Contract	\$250,000 or greater

PROCUREMENT, REGULATION (Cont.)

5. All staff conducting purchasing will be trained on the procurement procedures.
6. All purchasing records will be maintained no less than the current year plus 3 additional years.
7. **Buy American Provision**
Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. 1760) to require SFAs participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the United States *to purchase for those programs, to the maximum extent practicable, domestic United States Department of Agriculture (USDA) Foods or products*. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States **SUBSTANTIALLY** using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term **SUBSTANTIALLY** means that over 51 percent of the processed food comes from American produced products. (SD-24-2016)
8. **Geographical Preference**
The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008 (Public Law 110-246, Section 4302), amended Section 9(j) of the National School Lunch Act (NSLA) to allow institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products.

When geographic preference is used, an SFA must still get quotes from several farmers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.
9. **Protest procedures** are required. SFAs will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the SFA before pursuing a protest with a federal agency. Reviews of protests by the federal agency will be limited to: (Reference USDA Policy Memo2006-SNP-06)
 - a. Violations of federal law or regulations and the standard of 7 CFR §3016 (violations of state or local law will be under the jurisdiction of state or local authorities).
AND
 - b. Violations of the SFA's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified above will be referred to the SFA.
10. **Beverage and Snack Agreements** (Reference USDA Policy Memo 99-SP-09)
In some cases, the exclusive contracts do not involve nonprofit school food service account (SFSA) funds, in which case there are no federal FNS procurement issues involved. However, if any nonprofit school food service products are purchased via the exclusive contract, then all federal procurement requirements must be met. If small purchase procedures are used for a procurement of \$250,000 or less, price or rate quotations must be obtained from an adequate number of qualified sources. Additionally, if nonprofit school food service products are included in the contract, any rebates, commissions, scholarship fund

PROCUREMENT, REGULATION (Cont.)

contributions, or any other payments back to the SFA or SFA-related organizations must be reimbursed to the nonprofit SFA on a prorated basis.

- a. No federal prohibition on multiyear contracts other than for FSMCs. It is suggested, however, that school procurement officials consider the impact of multiyear contracts, as opposed to one-year contracts, on beverages and snacks. Long-term contracts would appear to be more appropriate for nonperishable products and services such as warehousing and equipment rental. As noted above, however, there is no federal prohibition on these longer-term contracts.
 - b. Public Law 108-265, Section 102, requires a school participating in the NSLP shall not directly or indirectly restrict the sale or marketing of fluid milk products by the school (or by a person approved by the school) at any time or any place on the school premises or at any school-sponsored event.
 - c. Schools participating in the NSLP must check all beverage contracts for language that may limit the sale of milk on school grounds. The sale of milk cannot be limited at any time during the school day or at any place on the school premises. Contracts may have language that is hard to understand. Look for the term ***Exclusive Pouring Rights***. Every school district must have amended their beverage contracts that limit the sale of milk should such language exist. The primary effect of this provision is to prevent contract limitations on the sale of fluid milk in competition with other beverages.
11. The SFA will take all necessary affirmative steps to assure that **minority firms, women's business enterprises, and labor surplus area firms** are used when possible. Affirmative steps shall include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce.
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Certifications

1. **Nonkickback Affidavit** - Please note that Oklahoma statute 62 O.S. §310.9 requires a signed and notarized nonkickback affidavit on every purchase order of \$25,000 or more. The affidavit is to be signed by the person or persons authorized to accept payment on behalf of the architect, contractor, engineer, or supplier.
2. **Lobbying Certification** (Reference 200.326[1])
 - a. Lobbying certification must be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$250,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract.

PROCUREMENT, REGULATION (Cont.)

- b. Any SFA or its vendors who participate in lobbying activities must complete a Disclosure of Lobbying Activities form. SFAs must submit this completed form to the State Agency. A vendor would submit its completed form to the SFA.
3. **Debarment or Suspension.** An SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR §180, as adopted and modified by USDA regulations at 2CFR §417. This prohibition does not extend to contracts in existence at the time of the debarment or suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount. **(FORMAL CONTRACTS)**
4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 70 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
5. **Equal Opportunity and Discrimination.** The vendor certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans With Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant. **(FORMAL CONTRACTS OF \$10,000 OR MORE)**
6. Contracts in excess of \$150,000 shall contain provisions that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the **Clean Air Act** (42 U.S.C. 1857[h]), Section 508 of the **Clean Water Act** (33 U.S.C. 1368), Executive Order 11738, and **Environmental Protection Agency (EPA)** Regulation (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement. The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SECTION II - MICRO PURCHASING

If the amount of purchases for items is less than \$10,000 and less than the SFA/Sponsors' small purchase threshold, the following procedure will be used.

PROCUREMENT, REGULATION (Cont.)

1. Purchases will not be separated into 2 or more purchases to meet or be below the \$10,000 threshold.
2. The price quotes will not be required. Competition is not required.
3. When practicable, micro-purchases will be distributed equitably among qualified suppliers.
4. Documentation of purchases will be kept and maintained for 3 years plus the current year.
5. The Superintendent or Designee will be responsible for documentation of purchase.

Note: Federal threshold of \$2,000 is applicable in the case of acquisitions for construction subject to the Davis Bacon Act

SECTION III - PURCHASING EQUIPMENT

If the amount of purchases for equipment is greater than \$5,000, the following procedure will be used.

1. Written specifications will be prepared and provided to vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The price quotes will receive appropriate confidentiality before award.
4. If using USDA funding for the purchase, the SFA/Sponsor will seek prior approval from Oklahoma Child Nutrition Programs unless the equipment is placed on the Equipment Pre-Approval list located in the Child Nutrition Manual.
5. Quotes will be awarded by the Superintendent or Designee. Quotes awarded will be to the lowest and best quote based upon quality, service availability, and price.
6. The SFA will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and **written specifications**.
7. The SFA will be responsible for documentation that the actual product specified is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

PROCUREMENT, REGULATION (Cont.)**SECTION IV - SMALL PROCUREMENT**

If the amount of purchases for items is greater than \$10,000 and less than \$250,000 (*or the SFA/Sponsor's small purchase threshold*), Small Purchase Procedures must be followed. There are two methods of Small Purchasing allowed, either Quotes and/or a Market Basket Study. Quotes documented from an adequate number of qualified sources will be required.

Select one

- ☐ Purchases over \$10,000 but below \$250,000
- ☐ Purchases over \$10,000 but below _____ (*Sponsor input if threshold is below federal limit of \$250,000, must use most restrictive*)

Method 1: Quotes

1. Written specifications will be prepared and provided to the vendor.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The SFA will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes will be awarded by the Superintendent. Quotes awarded will be to the lowest and best quote based upon quality, service availability, and price.
6. The SFA will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The SFA will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the SFA will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.
9. Purchasing will be based on the following criteria:
 - a) Quality
 - b) Service Availability
 - c) Price

PROCUREMENT, REGULATION (Cont.)**SECTION V - FORMAL PROCUREMENT (N/A)**

Select one or more as applicable

- ☐ Purchases over \$250,000 (*Sponsor input if threshold is below federal limit of \$250, 000, must use most restrictive*)
- ☐ Food Service Management Contracts at any total cost (*does not include vended meal agreements*) n/a, no purchases over \$250,000 or Food Service Management Contracts
1. If the amount of purchases is \$250,000 (or SFW Sponsor approved threshold if less), or for a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318-326, formerly 7 CFR §3016.36.
 2. Formal bid procedures will be applied on the basis of:

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/Frequency
Frozen Foods (<i>Meats, Fruits, Vegetable</i>); Canned Foods (<i>same as above</i>)	Formal	Bottom line	Fixed price	Bi-annual (August 1-January 31; February 1-June 15)
Fresh Fruits and Vegetables	Formal	Bottom line	Cost reimbursable plus fixed-fee	Bi-annual, same as above.
Dish Machine Chemicals	Formal	Bottom line	Fixed price with price adjustment	August 1-June 15
Fresh Bread	Formal	Bottom line	Fixed price with price adjustment	Annual by SY
Milk and Dairy Products	Formal	Bottom line	Fixed price with price adjustment	Annual by SY
Office Supplies	District contract	Bottom line	Cost reimbursable plus fixed-fee	Annual July 1-June 30

3. Formal bid procedures will be applied on **the basis of a:**
 - ☐ Centralized System
 - ☐ Individual Site
 - ☐ Multi-Sponsor Systems
 - ☐ State Contract
 - ☐ Combination of above (specify): _____
4. Because of the potential for purchasing more than \$250,000, it will be the responsibility of the SFA to document the amounts to be purchased so the correct method of procurement will be followed.

PROCUREMENT, REGULATION (Cont.)

When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply:

- An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the (Newspaper/media, IPS Website, other internet source) to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for (2 weeks).
- An advertisement is required for all purchases over the districts shall purchase threshold of \$150,000 or greater. The announcement will contain a:
 - general description of items to be purchased
 - deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed
 - date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
 - deadline for submission of sealed bids or proposals, and
 - address of location where complete specifications and bid forms may be obtained.
- In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
- The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
- The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - Contract period
 - SFA/Sponsor is responsible for all contracts awarded (statement)
 - Date, time, and location of bid opening
 - How vendor is to be informed of bid acceptance or rejection
 - Delivery schedule
 - Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
 - Benefits to be entitled if the contractor cannot or will not perform as required
 - Statement assuring positive efforts will be made to involve minority and small business
 - Statement regarding the return of purchase incentives, discounts, rebates, and credits to the nonprofit Child Nutrition account
 - Contract provisions as required in Appendix II for 2 CFR Part 200, formerly 7 CFR Part 3016.36(i)
 - Contract provisions as required in 7 CFR Part 210.21 (f) for all cost reimbursable contracts
 - Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for Food Service Management Company contracts
 - Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
 - Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments)
 - Method of evaluation and type of contract to be awarded
 - Method of award announcement and effective date (if intent to award is required by State or local procurement requirements)

PROCUREMENT, REGULATION (Cont.)

- Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received
- Provision requiring access by duly authorized representatives of the SFA/Sponsor, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
- Method of shipment or delivery upon contract award
- Provision requiring contractor to maintain all required records for *three* years after final payment and all other pending matters (audits) are closed for all negotiated contracts
- Description of process for enabling vendors to receive or pick up orders upon contract award
- Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- Signed statement of non-collusion
- Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
- Specifications and estimated quantities of products and services prepared by SFA/Sponsor and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
- If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the Superintendent or Designee and date specified.
- The Superintendent or Designee will be responsible for securing all bids or proposals.
- The Superintendent or Designee will be responsible to ensure all SFA/Sponsor procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
- The following criteria will be used in awarding contracts as a result of bids/proposals.
 - Quality
 - Service Availability
 - Price

In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Following evaluation and negotiations a firm fixed price or cost reimbursable contract is awarded.

- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA/Sponsor, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
- The Superintendent is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
- The Superintendent reviewing the procurement system to ensure compliance with applicable laws.
- The Superintendent or Designee will be responsible for documentation the actual product specified is received.
- Any time an accepted item is not available, the Superintendent or Designee will select the acceptable alternate. The contractor must inform Superintendent within 10 days a product is not available. In the event a non-domestic agricultural product is to be provided to the SFA/Sponsor, the contractor must obtain, in advance, the written approval of the product. The SFA must comply with the Buy American Provision.

PROCUREMENT, REGULATION (Cont.)

- Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is Superintendent or Designee.
- The Superintendent is responsible for maintaining all procurement documentation.

SECTION VI - NON-COMPETITIVE NEGOTIATION

If items are available only from a single source *when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation*, NON-COMPETITIVE NEGOTIATION procedures will be used:

1. Written Specifications will be prepared and provided to the vendor.
2. The SFA will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
3. The SFA will be responsible for documentation that the actual product or service specified was received.
4. The Superintendent or Designee will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
5. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the Superintendent or Designee. The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor, and
 - reason for non-competitive procurement

**** Due to the rural location of the district, it is feasible the school will only receive one responsible response.**

SECTION VII - EMERGENCY PURCHASING

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the SFA. The following emergency procedures shall be followed. All emergency procurements shall be approved by the SFA/ Superintendent. At a minimum, the following emergency procurement procedures shall be documented:
 - item name
 - dollar amount
 - vendor, and
 - reason for emergency

PROCUREMENT, REGULATION (Cont.)

2. If the emergency purchasing need requires a contract, all books, records and other documents relative to the award of the contract must be retained for three (3) years after final payment. Specifically the SFA/Sponsor shall maintain, at a minimum, the following documents:
- Written rationale for the method of procurement;
 - A copy of the original solicitation;
 - The selection of contract type;
 - The bidding and negotiation history and working papers;
 - The basis for contractor selection;
 - Approval from the State agency to support a tack of competition when competitive bids or offers are not obtained;
 - The basis for award cost or price;
 - The terms and conditions of the contract;
 - Any changes to the contract and negotiation history;
 - Billing and payment records;
 - A history of any contractor claims; and
 - A history of any contractor breaches.

INFORMAL PROCUREMENT LOG

TO BE USED FOR PURCHASES OF \$250,000 OR LESS

Check the box next to the supplier that you choose. If chosen supplier does not provide the lowest overall price, explain decision on attached sheet. Document contact with 2 or more vendors.

Items to be purchased and specifications:

	Date & Method of Contact	Bid Price	Negotiated Price	Notes
Supplier #1				
Supplier #2				
Supplier #3				

PROCUREMENT, REGULATION (Cont.)**CHART OF PROCEDURES**

The SFA will purchase the following products or group of products and services as per the stated purchase period using the identified procurement method. Price quote time frame period is defined as the time frame for which bids or quotes are obtained and awarded.

PRODUCT	HOW OFTEN ARE PRICE QUOTES OBTAINED	PROCUREMENT METHOD USED
Groceries	Annually	Small/Micro Purchase
Paper products	Annually	Small/Micro Purchase
Chemicals	As needed	Small/Micro Purchase
Small equipment	As needed	Small/Micro Purchase
Large equipment	As needed	Small/Micro Purchase
Staples	Quick need basis	Micro Purchase
Walmart	Quick need basis	Micro Purchase

VENDING MACHINES

The Lawton Board of Education has determined that there shall be no installations of vending machines except as approved by the superintendent. The superintendent will have the authority to determine whether such machines may be installed, where they will be placed, what items will be dispensed, and during which hours they might be used. Vending machines are operated as a convenience for students, staff, and patrons. All revenue produced from this source shall be deposited in the designated activity fund as approved by the board of education. Revenues may be spent only on those purposes for which general revenue may be expended.

**REFERENCE: 70 O.S. §5-129
A. G. Opin. No. 03-21
7 CFR 210**

**COMPETITIVE FOOD SALES
(REGULATION)**

“Competitive foods” are those foods or beverages sold in competition with the district’s food service program. The sale of competitive foods is restricted as follows:

1. Competitive foods in the following list are considered by the U. S. Department of Agriculture to be of minimal nutritional value:

all confections
candy
potato chips
carbonated beverages
fruit drinks containing less than 50% pure fruit juice
tea
coffee
2. The above shall not be sold in the food service area during meal periods.
3. Competitive foods, other than those of minimal nutritional value, may be sold during meal periods only if the income they generate accrues to the non-profit school lunch fund.
4. No competitive foods may be sold without the prior approval of the superintendent.

REFERENCE: 42 USC 1179, as implemented by 7 CFR 210.11

**CHILD NUTRITION
MEAL CHARGING POLICY**

The Child Nutrition program in the Lawton Public School district strives to provide nutritious meals at a reasonable price for all students. A district cannot deny a meal to a student who brings money to school for that day's meals, even though the student may have a negative balance. By implementing this policy and with help from parents, the district hopes to keep the charge balance at a minimum. Therefore, the district has set the following policy for charging meals.

FREE AND REDUCED MEALS

1. Every student's family must reapply every year for free or reduced meals. Carry-over applications from a prior year are only valid for the first thirty operating days of the school year. Students who received free or reduced meals during the preceding school year will have until October 1 to complete the application for the new school year. If a current application is not received within thirty operating days or the family fails to qualify for the program, the previous days that were charged during the current school year will be considered "full pay" and the parents or guardians will be responsible for paying for the meals.
2. Applications may be made at any time during the school year. Until the family has been approved to receive free or reduced meals, the parents are responsible for paying for unpaid meals. Applications may be picked up at the school site or the Child Nutrition office. Applications will be processed in the order that they are received and may take up to ten days. Parents may return their applications to the Child Nutrition office for speedier processing. School sites do not process applications. Families are not required to process separate applications for each student in the household, but may submit one family application, including all students, for the entire household.

ELEMENTARY SCHOOLS

1. The district policy allows no more than three days of meal charges per student. The students may not charge ala carte items. When a meal is charged, the parent of the student will receive a reminder that there is no money in the student's account. Students will continue to be provided nutritious meals by the school district. Reminder notices will be mailed home each week to the families until the student's account is paid in full. Parents are encouraged to prepay their children's meals to prevent the final notice being sent.
2. A free/reduced meal application will be sent to the parents of a child after the initial three days of charges.

SECONDARY SCHOOLS

1. The district policy allows no more than three days of meal charges per student. The students may not charge ala carte items. When a meal is charged, the parent of the student will receive a reminder that there is no money in the student's account. Students will continue to be provided nutritious meals by the school district. Reminder notices will be mailed home each week to the families until the student's account is paid in full. Parents are encouraged to prepay their children's meals to prevent the final notice being sent.
2. A free/reduced meal application will be sent to the parents of a child after the initial three days of charges.

MEAL CHARGING (Cont.)**ADULT LPS PERSONNEL**

All LPS employees are welcome and encouraged to participate in the Child Nutrition meals service. Adult staff members will not be allowed to charge any meals or ala carte items. Adults will not be allowed to make purchases that will put their meal account into a negative balance. Adults will be given a verbal reminder from the school's Child Nutrition cashier when their person pre-paid meal account balance drops below \$3.00.

GENERAL GUIDELINES FOR ADMINISTRATORS

1. School administrators are asked to not deviate from the Lawton Public Schools Meal Charging Policy. The building principal will be responsible for collecting all charges that are made in their buildings. Kitchen Managers will provide a list of all charges to their principals each Friday afternoon. When an individual student's account reaches the three-day limit, and payment has not been made, the principal will call the student's parent/guardian to schedule payment for outstanding balances.
2. Building Principals, in conjunction with the Child Nutrition Department, are required to make every effort to collect unpaid Meal Charges. Sites are not allowed to withhold grades, records, or any other information owned by the student for meal payments owed. Uncollected meal charges will be covered by the Individual Building's General Fund account or the LPS General Fund. The payroll department will be contacted to satisfy Adult LPS meal accounts indebtedness.
3. Refunds to unused prepayments for meals are available at the end of each school year. Prepayment is the property of the family making the payment until it is charged against any meals or Ala Carte sales. Prepayment refunds of more than \$5.00 will be signed for and made directly to the parent/guardian and refunds of under \$5.00 can be signed for and picked up directly from the school by the student. Any prepayment balances that are left over at the end of the fiscal year will be zeroed and any residual balance will be automatically rolled over to the next school year in order to follow that student throughout the District. Kitchen managers will monitor student accounts at the end of the year for accounts with excessive balances to encourage students to utilize remaining money available on their individual account.

CHILD NUTRITION PROGRAMS (REGULATION)

In accordance with the policy of the board of education, the following regulation shall govern the comprehensive nutrition programs in this school district.

School Cafeterias

1. Any student may eat in the school cafeteria or other designated place.
2. Students may bring or otherwise provide their own lunch. Milk or other beverages may be purchased in the dining hall, if desired. These students may eat their lunch in the school cafeteria or a designated area. Vending machine ("junk food") items shall not be consumed in the dining hall.
3. Meal prices will be established by the superintendent and food service supervisor, with the approval of the board of education, at the beginning of each year.
4. Meal prices will be conspicuously posted in each cafeteria.
5. A guest must be cleared through the food service supervisor by his/her host to be eligible to eat in the cafeteria.
6. Use of dining room facilities by nondistrict organizations or individuals must have approval of the superintendent.
7. The food service supervisor will develop in-service training programs, approved by the superintendent, for the food service staff.
8. Under federal law, a school that operates on a commodity program is prohibited from serving free meals to any adult, including employees of the district.
9. Qualifications for free and reduced-price lunches will vary annually in accordance with the annual eligibility schedule.

Definitions

1. **Competitive foods** means any food or drink sold in competition with the National School Lunch Program and/or School Breakfast Program in food service areas during the meal periods.
2. **Dietary Guidelines for Americans** means the current set of recommendations of the federal government that are designed to help people choose diets that will meet nutrient requirements, promote health, support active lives, and reduce chronic disease risks.
3. **Nutrition education** means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.

CHILD NUTRITION PROGRAMS, REGULATION (Cont.)

4. **Foods of minimal nutritional value** means:
- A. In the case of artificially sweetened foods, a food that provides less than five percent of the Reference Daily Intakes (RDI) for each of eight specified nutrients per serving; and
 - B. In the case of all other foods, a food that provides less than five percent of the RDI for each of eight specified nutrients per 100 calories and less than five percent of the RDI for each of eight specified nutrients per serving. The eight nutrients to be assessed for this purpose are protein, vitamin A, vitamin C, niacin, riboflavin, thiamine, calcium, and iron.
 - C. Food that is classified into four categories:
 - Carbonated soft drinks
 - Chewing gum
 - Water ices
 - Certain candies made predominately from sweeteners such as hard candy, licorice, jellybeans, gumdrops, marshmallows, fondant, cotton candy, and candy-coated popcorn
5. **Food service area** means any area on school premises where child nutrition program meals are both served and eaten, as well as any areas in which such meals are either served or eaten.
6. **Meal period** means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.

Nutrition Education

Nutrition education shall focus on students' eating behaviors, be based on theories and methods proven effective by research and be consistent with state and local district health education standards. Nutrition education at all levels of the district's curriculum shall include, but not be limited to, the following essential components designed to help students learn:

1. Age-appropriate nutritional knowledge, including the benefits of healthy eating; essential nutrients; nutritional deficiencies; principles of healthy weight management; the use and misuse of dietary supplements; safe food preparation, handling, and storage; and cultural diversity related to food and eating;
2. Age-appropriate nutrition-related skills, including, but not limited to, planning a healthy meal, understanding and using food labels, and critically evaluating nutrition information, misinformation, and commercial food advertising; and
3. How to assess one's personal eating habits, set goals for improvement, and achieve those goals.

CHILD NUTRITION PROGRAMS, REGULATION (Cont.)

In order to reinforce and support district nutrition education efforts, the building principal is responsible for ensuring:

1. Nutrition instruction is closely coordinated with the school's nutrition and food services operation and other components of the school health program to reinforce messages on healthy eating and includes social learning techniques. To maximize classroom time, nutrition concepts shall be integrated into the instruction of other subject areas where possible;
2. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) are established to provide screening, referral, and counseling for nutritional problems; inform families about supplemental nutritional services available in the community (e.g., food stamps, local food pantries, summer food services program, child and adult care food program); and implement nutrition education and promotion activities for school staff, board members, and parents;

Nutrition and Food Services Operation

In order to support the school's nutrition and food services operation as an essential partner in the educational mission of the district and its role in the district's comprehensive nutrition program, the building principal is responsible for ensuring:

1. The school encourages all students to participate in the school's child nutrition program meal opportunities.
2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply.
3. The school's child nutrition program maintains the confidentiality of students and families applying for or receiving free or reduced-price meals [*or free milk*] in accordance with the National School Lunch Act.
4. The school's child nutrition program operates to meet nutrition standards in accordance with the Healthy Meals for Healthy Americans Act of 1994, as amended, and with applicable state laws and regulations.
5. The school sells or serves varied and nutritious food choices consistent with the applicable federal government Dietary Guidelines for Americans.
6. Food prices set by the district are communicated to students and parents. District pricing strategies will encourage students to purchase full meals and nutritious items.
7. Procedures are in place for providing to families, on request, information about the ingredients and nutritional value of the foods served.
8. The district will provide substitute foods to students with disabilities upon written parental permission and a medical statement by a physician that identifies the student's disability, states why the disability restricts the student's diet, identifies the major life activity affected by the disability, and states the food(s) to be omitted and the food or choice of foods that must be substituted.

CHILD NUTRITION PROGRAMS, REGULATION (Cont.)

9. Food service equipment and facilities meet applicable local and state standards concerning health; safe food preparation, handling, and storage; drinking water; sanitation; and workplace safety.
10. Students are provided adequate time and space to eat meals in a pleasant and safe environment. School dining areas will be reviewed to ensure:
 - A. Tables and chairs are of the appropriate size for students;
 - B. Seating is not overcrowded;
 - C. Students have a relaxed environment;
 - D. Noise is not allowed to become excessive;
 - E. Rules for safe behavior are consistently enforced;
 - F. Tables and floors are cleaned between meal periods;
 - G. The physical structure of the eating area is in good repair;
 - H. Appropriate supervision is provided.

Foods of Minimal Nutritional Value and Competitive Food Sales

In keeping with federal regulations, the district controls the sale of foods of minimal nutritional value and all competitive foods.

Accordingly the district will offer choices in vending machines from the following nutritional food items:

1. Canned fruits;
2. Fresh fruit (e.g., apples and oranges);
3. Fresh vegetables (e.g., carrots);
4. Fruit juice and vegetable juice (at least 50% full strength), and bottled water (within established district guidelines);
5. Low-fat crackers and cookies, such as fig bars and ginger snaps;
6. Pretzels;
7. Bread products (e.g., bread sticks, rolls, bagels, and pita bread);

CHILD NUTRITION PROGRAMS, REGULATION (Cont.)

8. Ready-to-eat, low-sugar cereals (e.g., granola bars made with unsaturated fat);
9. Low-fat (one percent) or skim milk;
10. Low-fat or nonfat yogurt;
11. Snack mixes of cereal and dried fruit with a small amount of nuts and seeds;
12. Raisins and other dried fruit;
13. Low-fat crackers.

(NOTE: The district may modify the list as necessary.)

Other Foods Offered or Sold

The district recognizes that federal government standards requiring schools to provide child nutrition program meals consistent with applicable Dietary Guidelines for Americans do not apply to competitive foods sold or served outside the food service areas as defined in this regulation.

Staff Development

Ongoing in-service and professional development training opportunities for staff, in the area of food nutrition, will be encouraged.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the building principal is responsible for ensuring:

1. Nutrition education materials and cafeteria menus are sent home with students;
2. Parents are encouraged to send healthy snacks/meals to school;
3. Families are invited to attend exhibitions of student nutrition projects or health fairs;
4. Nutrition education workshops and screening services are offered;
5. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes, etc.); and
6. School staff are encouraged to cooperate with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate.

CHILD NUTRITION PROGRAMS, REGULATION (Cont.)Program Evaluation

In order to evaluate the effectiveness of the school health program in promoting healthy eating and to implement program changes as necessary to increase its effectiveness, the building principal is responsible for ensuring:

1. Board policy and this regulation are implemented as written;
2. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance, and consistency with state and local district educational goals and standards;
3. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program;
4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities; and
5. Families and community organizations are involved, to the extent practicable, in nutrition education.

TAPE RECORDING EQUIPMENT

No individual employee of the Lawton Public Schools shall record conversations with another person during school hours and while under contract without the knowledge and consent of the person being recorded. Prior to recording, both parties shall state on the recording that s/he understands and consents to such recording. At the end of the recorded conversation, both parties shall acknowledge on the recording that the recorded conversation has concluded.

Recordings of official group meetings may be made by any official participant in any informal or formal hearing or at any meeting held by a department, faculty, the PPDC, or Board of Education committees not subject to the state Open Meeting Act. Participants in such meetings must be made aware, or it must be obvious to the participants, that recordings are being made. Other unauthorized recordings of these group meetings are prohibited without the consent of those participating.

Recording of any other group meeting or activity during school hours may be done only with the consent of a majority of the participants.

Any violation of this policy shall be deemed to constitute willful neglect of duty.

SEXUAL HARASSMENT

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

General Prohibitions

1. Unwelcome Conduct of a Sexual Nature

- A. Conduct of a sexual nature may include 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.
- B. 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.

2. Sexual Harassment

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

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

Specific Prohibitions

1. Administrators and Supervisors

- A. 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.
- B. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

SEXUAL HARASSMENT (Cont.)**2. 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

1. It is the express policy of the board of education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance policy.
 - A. 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, unless it is the superintendent who is the alleged offender. In which case, the complaint shall be referred to the board president.
 - B. 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.
 - C. Confidentiality will be maintained; however, absolute confidentiality cannot be guaranteed because of due process concerns that arise in sexual harassment investigations. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
2. 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.
3. 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**29 CFR §1604.1, et seq.****34 CFR Part 106****20 USC §§1681-1688****29 USC §794****42 USC §§2000d-2000d-7****42 USC §§2000e-2000e-17****42 USC §2000e-2**

NONDISCRIMINATION

It is the policy of the Lawton Independent School District to provide equal opportunities without regard to race, color, alienage, national origin, sex, sexual orientation, gender expression, age, disability, or military veteran status in its educational programs and its employment practices. Inquiries concerning application of this policy may be referred to the District Compliance Officer.

This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and services, facilities access, and individuals, companies, and firms with whom the board does business. Racial discrimination shall include racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward an employee, a student or a visitor.

The following statement will be included in all course announcements, bulletins disseminated to all students, materials used for recruiting or describing programs and training, application or enrollment forms, brochures, and catalogs:

"The Lawton Board of Education does not discriminate on the basis of disability, race, color, religion, national origin, sex, age, or veteran status."

When an open forum is created whereby non-curricular groups are allowed to meet on school premises Boy Scouts and other designated youth groups will have equal access.

Dr. Jason James, Compliance Officer and Mr. Gary Dees, Director of Athletics
C/O Human Resources
John Shoemaker Education Center
753 N. W. Fort Sill Boulevard Lawton, Oklahoma 73507
(580) 357-6900, Ext. 254

The compliance officer will also serve as the Title IX/504/ADA Compliance Coordinator.

Anyone having a written complaint concerning discrimination should make it in writing and mail it to the District compliance officer at the above address. The compliance officer will then conduct an investigation of the complaint and shall make a determination as to what action, if any, is needed to correct any violations of this policy.

REFERENCE: **Oklahoma Constitution, Article 1, Section 6**
Title 6, Title 7, Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972
Executive Order 11246, as amended by Executive Order 11375
Equal Pay Act, as amended by the Education Amendments of 1972
Rehabilitation Act of 1973, §504
Education for All Handicapped Children Act of 1975
Immigration Reform and Control Act of 1986
Americans With Disabilities Act of 1990, 42 U.S.C. §12101
Individuals With Disabilities Education Act, 20 USC §1400, et seq.

TITLE I, ESEA COMPLAINT RESOLUTION

Any parent, individual, or organization with a complaint with regard to the Title I program at Lawton Public Schools may make the complaint known to the superintendent of schools in written form by filling out part I of the form, "Investigation Report on the Administration of ESEA Title I Program Activities." Within 30 days of receipt of the complaint, Lawton Public Schools will conduct an investigation of the allegations. The investigation shall include opportunities for the complainant or the complainant's representative to present evidence and question witnesses. Subsequent to the investigation, a report of findings will be filed with the State Department of Education and the complainant.

If the complaint has not been resolved to the satisfaction of the complainant, a hearing shall be conducted by the Board of Education within 30 days of receipt of written request for such a hearing. The hearing shall include opportunities for the complainant or complainant's representative to present evidence and question witnesses.

The complainant has the right to appeal the decision of the Lawton Public Schools to the State Department of Education, Compensatory Education Section, Oklahoma City, Oklahoma 73105.

A complaint made directly to the State Department of Education (SDE) without previously being filed with this school district will be reviewed by the SDE to determine if an investigation is warranted by the SDE because of the seriousness of the complaint or if the complaint shall be returned to the complainant to be filed with this school district. Complaints forwarded to this district shall be investigated within 30 days of receipt of the complaint by this district.

INVESTIGATION REPORT ON THE ADMINISTRATION OF ESEA TITLE I PROGRAM ACTIVITIES

1. Complainant		C. Date complaint filed
A. Name and Title	B. Address (include ZIP code)	
D. Description of alleged violation(s)		

E. From the list below, identify (check) the areas in which the complainant indicates violations of Title I regulations

☐ A. Selection of attendance areas ☐ B. Needs assessment ☐ C. Selection of Title I participants ☐ D. General aid ☐ E. Supplanting state and local funds ☐ F. Involvement of parents	☐ G. Services provided private school children ☐ H. Evaluation of Title I projects ☐ I. Services to children living in institutions for neglected or delinquent children ☐ J. Effect of Title I program on cultural or racial isolation	☐ K. Coordination of resources with other programs ☐ L. Dissemination of public information on Title I programs ☐ M. Reporting requirements ☐ N. Comparability ☐ O. Other (specify)

FOR EACH AREA CHECKED, PROVIDE A DETAILED STATEMENT OF THE ESSENTIAL FACTS CONCERNING THE NATURE AND EXTENT OF THE VIOLATIONS. (If necessary, continue on attachments.)

Signature of Complainant

2. School District		C. Total LEA Title I allocation	D. Fiscal Year
A. Name			
B. Address (include ZIP code)		E. Name of Title I project coordinator at school district	
F. Superintendent of school district	G. Population of school district		

3. Review Team		B. Date of Investigation (<i>beginning and ending</i>)		
A. Name and address of local officials conducting this investigation		BEGINNING		
		Mo.	Day	Year
		ENDING		
		Mo.	Day	Year
C. Identify all Title I documents reviewed (<i>i.e., application proposal, evaluation reports, parental council records, fiscal control and accounting records, financial and audit reports, etc.</i>)				
D. Indicate action taken to insure proper resolution of the complaint and of any deficiencies noted during the investigation (<i>if necessary, continue on attachments</i>)				
E. Describe corrective action, if any (<i>if necessary, continue on attachments</i>)				

Type or print name of superintendent	Signature of superintendent		Date Signed	
Name of person who prepared this report	Area Code	Telephone Number	Extension	Date Prepared

DISCRIMINATION COMPLAINT FORM

TO: Title IX/504/ADA Coordinator

FROM: Name of Grievant _____

Address/Telephone # _____

DATE OF ALLEGED VIOLATION: _____

NATURE OF ALLEGED VIOLATION:

NAMES OF PERSONS RESPONSIBLE:

REQUESTED ACTION:

Date Complaint Filed With Coordinator: _____

Please use reverse of this form or attach additional sheets if necessary.

(Complaint must be submitted within 30 days of alleged violation.)

DISCRIMINATION COMPLAINTS PROCEDURES

The following procedures will be used by any person, including personnel and students for the filing, processing, and resolution of alleged discrimination complaints.

Definitions

1. Discrimination Complaint: A written complaint alleging any policy, procedure, or practice to discriminate on the basis of race, color, religion, national origin, sex, qualified handicap, veteran status, or other perceived discrimination.
2. Student Grievant: A student of the Lawton Public School District who submits a complaint alleging discrimination based on race, color, religion, national origin, sex, or qualified handicap.
3. Employee Grievant: An employee of the Lawton Public School District who submits a complaint alleging discrimination based on race, color, national origin, religion, sex, age, qualified handicap, or veteran status.
4. Public Grievant: Any person other than a student or employee or employment applicant who submits a complaint alleging discrimination based on race, color, national origin, religion, sex, age, qualified handicap, or veteran status.
5. Title IX, 504 and ADA Coordinator (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, Americans With Disabilities Act of 1990, and other state and federal law addressing equal educational opportunity. The Coordinator is responsible for processing complaints and serves as moderator and recorder during hearings.
6. Respondent: The person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
7. Day: Day means a working day. The calculation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.

Pre-Filing Procedures

Prior to the filing of a written complaint, the grievant is encouraged to visit with the high school principal, and reasonable effort should be made to resolve the problem or complaint.

DISCRIMINATION COMPLAINTS, PROCEDURES (Cont.)Filing and Processing Discrimination Complaints

1.	Grievant	Submits written complaint to Coordinator stating name, nature and date of alleged violation; names of persons responsible (where known); and requested action. Complaint must be submitted within 30 days of alleged violation. Complaint forms are available in all school offices.
2.	Coordinator	Notifies respondent within 10 days and asks respondent to: 1. Confirm or deny facts, 2. Indicate acceptance or rejection of grievant's requested action, or 3. Outline alternatives.
3.	Respondent	Submits answer within 10 days to Coordinator.
4.	Coordinator	Within 10 days after receiving respondent's answer, Coordinator refers the written complaint and respondent's answer to the building principal. The Coordinator also schedules a hearing with the grievant, the respondent, and the building principal.
5.	Principal, Grievant, Respondent, & Coordinator	Hearing is conducted.
6.	Principal	Within 10 days after the hearing, issues a written decision to the grievant, respondent, and Coordinator.
7.	Grievant or Respondent	If the grievant or respondent is not satisfied with the decision, the Coordinator must be notified within 10 days and a hearing with the superintendent requested.
8.	Coordinator	Within 10 days of receiving a request for a hearing, schedules a hearing with the grievant, respondent, and superintendent.
9.	Superintendent, Grievant Respondent, & Coordinator	Hearing is conducted.
10.	Superintendent	Issues a decision within 10 days following the hearing.
11.	Grievant or Respondent	If the grievant or respondent is not satisfied with the decision, the Coordinator must be notified within 10 days and a hearing with the board requested.

DISCRIMINATION COMPLAINTS, PROCEDURES (Cont.)General Provisions

1. Extension of Time: Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date that the complaint is filed until the complaint is resolved shall be not more than 180 days.
2. Access to Regulations: The Lawton Public 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 status upon request.
3. 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 files. Complaint records shall be maintained on file for three years after complaint resolution.
4. If respondent and principal are the same person, the above procedures are adjusted accordingly with the first hearing being with the superintendent.
5. The middle school principal shall serve as an alternate Coordinator.

FILING, PROCESSING AND RESOLVING COMPLAINTS ALLEGING DISCRIMINATION

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

Grievant: Any person enrolled in or employed by the District or a parent, guardian, or member of the public who submits a complaint alleging discrimination based on sex, sexual orientation, gender expression, race, color, national origin, religion, age or disability (including harassment or retaliation).

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

Lawton Public Schools Superintendent
of Schools 753 Fort Sill Blvd.
Lawton, OK 73507
(580) 357-6900, ext. 200

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

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

Pre-Filing Procedures: Prior to the filing of a written complaint, the student, parent or guardian, employee or patron is encouraged to visit with the building principal or the Coordinator, as applicable, and reasonable effort should be made by the District at this level to resolve the problem or complaint.

Filing, Investigation, Hearing and Review Procedures: The Grievant submits a written complaint to the Coordinator, as applicable, stating the basis, nature and date of the alleged discrimination, the names of persons responsible (when known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the Superintendent for assignment. Complaint forms are available from the offices of the district's coordinators.

The Coordinator conducts a complete and impartial investigation within 10 days of receiving the complaint, to the extent reasonably possible, which shall include but not be limited to, interviewing the Grievant and any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (a) confirm or deny facts; (b) indicate acceptance or rejection of the Grievant's requested action; and (c) outline alternatives. As to complaints of discrimination by students, parents or guardians and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the complaint and only when the disclosure is required or permitted by law. If a Grievant wishes to remain anonymous, the Coordinator will advise him or her that

COMPLAINTS (Cont.)

such confidentiality may limit the District's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with the investigation.

Within five days after completing the investigation, the applicable Coordinator will issue a written decision to the Grievant and Respondent.

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

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

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

Within five days after completing the investigation, the Superintendent will issue a written decision to the Grievant and Respondent.

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

Access to Regulations: Upon request, the Coordinator shall provide copies of any regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age or disability.

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

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

Retaliation: The District prohibits retaliation, intimidation, threats, or coercion of any person for opposing discrimination or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, appealing, or participating in any other discrimination complaint proceeding or hearing. The District will take steps to prevent the alleged perpetrator or anyone else at the District from retaliating against the alleged victim or any person who acts to oppose discrimination or participates in the complaint process. These steps include notifying

COMPLAINTS (Cont.)

students and employees that they are protected from retaliation, making sure that victims know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the District will take strong responsive action.

Basis of Decision: At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.

RECORDS INVESTIGATION

The Lawton Board of Education believes that it has a responsibility to employ only those persons who are qualified in every respect. The board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of employees. Therefore, it is the policy of this board of education that a national criminal history record check shall be conducted of all prospective employees. The board of education is not required to obtain a new criminal history record check for an individual who has obtained certification from the Oklahoma State Department of Education within the previous twelve (12) months. A national criminal history record check is defined at 74 O.S. § 150.9 and requires a check of criminal history records entailing the fingerprinting of the individual and submission of the fingerprints to the United States Federal Bureau of Investigation (FBI) for the purpose of obtaining the national criminal history record of the person from the FBI.

A written consent will be required from the prospective employee consenting to a felony records check to be conducted as authorized by Oklahoma law. The records check shall be initiated by the school district's written request, through the superintendent, to the State Department of Education. Effective November 1, 2012, the school district may contract with a third-party vendor who is a member in good standing with the National Association of Professional Background Screeners to perform any and all employment screenings, background checks, and credit checks.

Any person applying for employment as a substitute teacher shall only be required to have one such national criminal history records check for the school year. Upon request of the substitute teacher, that felony records search results may be sent to any other school district in which the substitute teacher is applying to teach. The board of education may choose whether to require a national criminal history record check from a prospective substitute teacher who has been employed by the school district in the last year.

Any person employed as a full-time teacher by a school district in Oklahoma 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.

A 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 check 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.

Any person employed as a full-time teacher by a school district in Oklahoma for ten (10) or more consecutive years immediately preceding an application for employment as a substitute teacher in the same school district is not required to have a national criminal history record check for as long as that person remains employed for consecutive years by that school. If the substitute teacher wishes to work in another Oklahoma school district, a national criminal history background check will be required.

RECORDS INVESTIGATION (Cont.)

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 a maximum of sixty (60) days pending receipt of the national criminal history record check results. 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 records check. The sixty (60) day temporary 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 search fee will/will not be reimbursed in full.

REFERENCE: 70 O.S. §5-142

PARAPROFESSIONALS

It is the policy of the Lawton Board of Education that paraprofessionals are support employees entitled to due process prior to nonrenewal or termination of employment. Applicants must possess the required level of requisite skills as prescribed in the appropriate State Department of Education regulation except that a paraprofessional or a volunteer will be used for each class of kindergarten through second grade which has more than 20 students and in which twenty percent of the students are eligible to participate in the National Child Nutrition Act.

Teacher assistants are paraprofessionals within the school district. All paraprofessionals must have earned a high school diploma or its equivalent. Individuals hired to be paraprofessionals must meet requirements established by state and federal laws to be authorize to serve as paraprofessionals in Title I schools and in special education settings.

Individuals seeking a paraprofessional credential from the State Department of Education shall submit an application and all required supporting documentation to the State Department of Education Office of Certification.

1. Tier 1. In order to qualify for a Tier 1 Oklahoma paraprofessional credential which is required for general education paraprofessionals in Title 1 schools and avialble to general education paraprofessionals in other settings, an applicant must meet the following eligibility criteria:
 - A. Has a high school diploma or a General Educational Educational Development (GED) Diploma or other certificate of high school equivalency recognized by the State of Oklahoma.
 - B. Has on file with the State Board of Education a current Oklahoma criminal history record from the Oklahoma State Bureau of Investigation (OSBI).
 - C. Meets at least one of the following criteria:
 - a. Has completed at least two (2) years of study at an institution of higher education, defined as completion of at least forty-eight (48) credit hours of college coursework; or
 - b. Has obtained an associate's degree or higher; or
 - c. Has either passed the Oklahoma General Education Test (OGET), obtained a National Career Readiness Certificate through successful completion of the ACT WorkKeys assessment, or passed the ParaPro Assessment offered through the Educational Testing Service.
2. Tier 2. In order to qualify for a Tier 2 Oklahoma paraprofessional credential issued by the State Department of Education, which is valid for special education paraprofessionals, an applicant shall meet the criteria for a Tier 1 paraprofessional credential and all of the following qualifications:
 - A. Has completed the Oklahoma Special Education Paraprofessional Training available at Career Technology centers, equivalent training provided by the State Department of Education through an in-person or online program, or other state-approved training provided by a school district.
 - B. Has completed training in cardiovascular pulmonary resuscitation (CPR) and First Aid.
 - C. Has completed training in Universal Precautions/Bloodborne Pathogens.
 - D.

In the event the district requires a special education paraprofessional in order to provide necessary services to one or more students with disabilities, but is unable to secure the services of an individual who holds a Tier 2 paraprofessional credential at the time the services must be delivered, the district may employ an individual on a provisional basis if the district determines the individual is able to provide the appropriate paraprofessional services. An individual who is employed as a paraprofessional to provide special education services on a provisional basis must meet the criteria for a Tier 1 credential, and obtain all training required to qualify for a Tier 2 credential within one hundred twenty (120) calendar days of providing special education paraprofessional services in order to continue to provide special education paraprofessional services, provided a criminal history record check is obtained within sixty (60) calendar days of initial employment. If it is necessary for a school district to provisionally employ a paraprofessional to provide special education services, the district shall report the provisional placement of the

PARAPROFESSIONALS (Cont.)

paraprofessional and the paraprofessional's starting date of employment to the State Department of Education Office of Special Education.

The superintendent and/or staff development committee shall develop an appropriate in-service training program for paraprofessionals.

Paraprofessionals are employed so that the professional teachers may direct their energies to the students' education. The basic objectives for the use of teacher assistants are:

1. To make it possible for teachers to use more variety in structuring classroom activities which will result in more meaningful education for students.
2. To enable the teacher to do more creative teaching, and to use a greater variety of instructional media.
3. To enable the teacher to develop effective programs focusing upon the individual needs of each student.
4. To provide increased time for individualizing instruction, evaluating learning situations, student counseling and guidance for other instructional activities that will improve educational opportunities for students.
5. To relieve teachers of the numerous semi- and non-professional tasks which have become cumulative and which have come to consume a disproportionate amount of the teacher's time and energies.

The principal and supervising teacher are jointly responsible for making final decisions related to the duties and responsibilities to be assigned to a paraprofessional. Paraprofessionals are not to discipline children. Classroom discipline shall be left to the certified teacher or building principal.

Paraprofessionals will only be used to perform, or assist a classroom teacher to perform, the following duties:

- * Hallroom duty
- * Bus duty
- * Playground duty
- * Lunchroom duty
- * Extracurricular activities involving school functions
- * Other noninstructional duties as the superintendent may prescribe

The duties of paraprofessionals may be further restricted or regulated by program requirements of the funding plan under which they are employed:

1. Title I funds provide paraprofessionals for the Remedial Reading Program.
2. Title VI funds provide paraprofessionals for Indian students.

PARAPROFESSIONALS (Cont.)

3. Early Childhood Intervention (ECI) funds provide paraprofessionals for mainstreamed students with certain specific handicaps that require frequent or constant attention.

REFERENCE: 70 O.S. §6-127, §18-113.1, et seq.
P. L. 107-110, ESSA

THIS POLICY REQUIRED BY FEDERAL LAW.

TITLE I AND SPECIAL EDUCATION PARAPROFESSIONALS

It is the policy of the Lawton Board of Education that Title I and Special Education paraprofessionals will be employed in accordance with all applicable state and federal laws. Employment will be offered if the educational need exists and if the applicant possesses the required level of requisite skills as prescribed in the appropriate State Department of Education regulations.

Tier 1. In order to qualify for a Tier 1 Oklahoma paraprofessional credential, which is required for general educational paraprofessionals in Title I schools and available to general education paraprofessionals in other settings, an applicant must:

- A. Have a high school diploma or a General Educational Development (GED) Diploma or other certificate of high school equivalency recognized by the State of Oklahoma.
- B. Have on file with the State Board of Education a current Oklahoma criminal history record from the OSBI as well as a national fingerprint-based criminal history record provided by the FBI.
- C. Meet at least one of the following:
 - 1. Has completed at least two years of study at an institution of higher education;
 - 2. Has obtained an associate's degree or higher; or
 - 3. Has either passed the Oklahoma General Education Test obtained a national Career Readiness Certificate through successful completion of the ACTG WorkKeys assessment, or passed the ParaPro Assessment offered through the Educational Testing Service.

Tier 2. In order to qualify for a Tier 2 Oklahoma paraprofessional credential which is required for special education paraprofessionals, an applicant shall meet the qualifications of Tier 1 and all of the following:

- A. Have completed the Oklahoma Special Education Paraprofessional Training available at Career Technology Center, equivalent training provided by the State Department of Education through an in-person or online program, or other state-approved training provided by a school district.
- B. Have completed training in cardiovascular pulmonary resuscitation (CPR) and First Aid.
- C. Have completed training in Universal Precautions/Bloodborne Pathogens.

In the event a school requires a special education paraprofessional, but is unable to secure the services of an individual who holds a Tier 2 paraprofessional at the time the services must be delivered, the district may employ an individual on a provision basis if the district determines the individual is able to provide the appropriate paraprofessional services. The individual will have one hundred twenty (120) calendar days of employment to provide special education paraprofessional services without certification. Any provisional placement must be reported to the State Department of Education Office of Special Education.

The superintendent and/or staff development committee shall develop an appropriate in-service training program for paraprofessionals.

Paraprofessionals are employed so that the professional teachers may direct their energies to the students' education. The principal and supervising teacher are jointly responsible for making final decisions related to the duties and responsibilities to be assigned to a paraprofessional. Paraprofessionals are not to discipline children. Classroom discipline shall be left to the certified teacher or building principal.

TITLE I AND SPECIAL EDUCATION PARAPROFESSIONALS (Cont.)

REFERENCE: P.L. 107

*THIS POLICY REQUIRED BY
FEDERAL LAW.*

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

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 nurturing 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 commitment to students and the profession.

**PRINCIPLE I
COMMITMENT TO THE STUDENTS**

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
 - A. Exclude any student from participation in any program,
 - B. Deny benefits to any students,
 - C. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted or required by law.

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)**PRINCIPLE II
COMMITMENT TO THE PROFESSION**

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the state and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the teaching profession of any person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist an unqualified person in the unauthorized practice of the teaching profession.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decision or actions.

PRINCIPLE III

1. Pursuant to the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
 - A. Willful neglect of duty.
 - B. Repeated negligence in performance of duty.
 - C. Mental or physical abuse to a child.

D. Incompetency.

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)

- E. Instructional ineffectiveness.
 - F. Unsatisfactory teaching performance.
 - G. Commission of an act of moral turpitude.
 - H. Abandonment of contract,
 - I. Conviction of a felony,
 - J. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
 - K. Failure to earn required staff development points.
- 2. A career teacher shall not be subject to dismissal or non-reemployment for items A, B, D, E, and F, above unless and until a written admonishment has been issued in accordance with relevant law.
 - 3. A probationary teacher shall not be subject to dismissal or non-reemployment for inadequate teaching performance unless or until a written admonishment has been issued in accordance with relevant law.
 - 4. Temporary teachers, substitute teachers, adult education teachers, and teachers employed in positions fully funded by private or federal grants shall not be protected by the provisions of the Teacher Due Process Act.
 - 5. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
 - 6. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties:
 - A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity (70 O.S. §6-101.22).

REFERENCE: 70 O.S. §6-101.21, et seq.

NOTE: In accordance with the referenced statutes, a copy of these standards of performance and conduct will be provided to each teacher.

THIS POLICY REQUIRED BY LAW.

CONFLICTS OF INTEREST

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

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

Contracts and Business Arrangements

1. Contracts with Board Members

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

2. Disclosure of Other Contracts and Business Arrangements

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

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

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

3. Contracts or Employment Relationships Between Employees

District employees are not permitted to have other employees do personal errands or work for them during normal employment hours for personal gain.

District employees who hire or use the services of other district employees for personal benefit during times other than normal employment hours should do so in such a manner as to avoid the appearance that the work or employment is being done as a condition of employment or is being done during normal employment hours.

4. Other Prohibited Activities

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

CONFLICTS OF INTEREST (Cont.)Outside Activities of Full-time Employees

This portion of the policy applies to full-time employees. A full-time employee shall be construed as any teacher, administrator, support employee, or other employee contracted as a full-time employee with the district and shall include all teachers and other employees who are engaged as full-time employees for only a portion of the year because of summer vacation or any other reason. All full-time employees shall report any outside business activities or employment in writing to the superintendent. The intent of this provision is not to prohibit such activities, but to allow the superintendent to be fully aware of activities that may give rise to violations of other provisions of this policy.

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

DRUG-FREE WORKPLACE

In recognition of the clear danger resulting from drug abuse, and in good faith effort to promote the health, safety, and welfare to employees, students and the community, it is the policy of this school district to provide a drug-free workplace in compliance with the Drug-Free Schools and Communities Act Amendment of 1989 (P.L. 101-226).

The superintendent is directed to develop regulations that shall be incorporated into this policy.

NOTE: A copy of this policy and the accompanying regulations must be distributed to each affected employee 30 days prior to implementation of the policy. This notice is also required prior to the implementation of any changes to this policy or to the regulations.

THIS POLICY REQUIRED BY LAW.

DRUG AND ALCOHOL TESTING PROGRAM BUS DRIVERS

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate a school vehicle which transports 16 or more persons, including the driver, or which weighs 26,001 pounds or more. For the purposes of this testing program, the term "employees" includes applicants who have been offered a position to operate a school vehicle.

Employees operating a school vehicle as described above are subject to preemployment drug testing and random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be subject to drug and alcohol testing beginning the first day they operate or are offered a position to operate school vehicles and will continue to be subject to drug and alcohol testing as long as they may be required to perform a safety-sensitive function as it is defined in administrative regulations. (See DCCB-R.) Employees with questions about the drug and alcohol testing program may contact the superintendent.

Employees who violate the terms of this policy will be subject to discipline up to and including termination. Employees who violate this policy may be required to successfully participate in a substance abuse evaluation and, if recommended, a substance abuse treatment program. Employees required to participate in and who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program will be subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. The superintendent shall also inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment, in the application form, and personally at the first interview with the applicant.

The superintendent shall also be responsible for publication and dissemination of this policy and its supporting administrative regulations to employees operating school vehicles. The superintendent shall also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

DRUG AND ALCOHOL TESTING PROGRAM BUS DRIVERS (REGULATION)

The following administrative regulations support the drug and alcohol testing program policy of the board of education. It also establishes and explains the requirements of the district's drug and alcohol testing program required for employees operating school vehicles.

Questions regarding the drug and alcohol testing program policy, these supporting regulations, or the drug and alcohol testing program may be directed to the superintendent, or designee, who will be the school district contact person. The contact person will answer questions from employees and others about the program, receive the test results, receive identification numbers of the drivers and will notify those drivers selected for random testing.

Definitions

Air Blank: A reading by an evidentiary breath testing device (EBT) of ambient air containing no alcohol.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohols.

Alcohol Concentration (or content): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidentiary breath test under the law.

Alcohol Use: The consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician: An individual who instructs and assists drivers in the alcohol testing process and operates an evidentiary breath testing device.

Canceled or Invalid Test: In drug testing, it is a drug test that has been declared invalid by a Medical Review Officer or a specimen that has been rejected for testing by a laboratory. In alcohol testing, it is a test that is deemed to be invalid under the law. A canceled drug test or alcohol test is neither a positive nor a negative test.

Chain of Custody: Procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures require that an appropriate drug testing custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.

Collection Site: A place where drivers present themselves for the purpose of providing body fluid or a tissue sample to be analyzed for specific drugs or breath alcohol concentration.

Commercial Motor Vehicle: A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle 1) has a gross combination weight rating of 26,001 or more points inclusive of a towed unit with a gross vehicle weight of 10,000 or more pounds; or 2) has a gross vehicle weight rating

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

of 26,001 or more pounds; or 3) is designed to transport 16 or more passengers, including the driver; or 4) is of any size used in the transportation of materials found to be hazardous for the purposes of the Hazardous Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials regulations.

Confirmation Test: For alcohol testing, it is a second test following a screening test with a result of 0.02 or greater breath alcohol concentration that provides quantitative data of alcohol concentration. For drug testing, it is a second analytical procedure (GC/MS) to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy.

Controlled Substances/Drugs: Marijuana, cocaine, opiates, amphetamines, phencyclidine.

Driver: Any person who operates a school vehicle. This includes, but is not limited to, full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the school district or who operate a school vehicle at the direction of or with the consent of the school district. For the purposes of preemployment/pre-duty testing only, the term "driver" includes applicants for drivers of school vehicles positions.

Initial Test (or Screening Test): In drug testing, it is an immunoassay screen to eliminate "negative" urine specimens from further consideration. In alcohol testing, it is an analytic procedure to determine whether a driver may have a prohibited concentration of alcohol in a breath specimen.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a driver's confirmed positive test result together with the driver's medical history and any other relevant bio-medical information.

Non-suspicion-based Post-accident Testing: Testing of a driver after an accident without regard to whether there is any reasonable suspicion of drug usage, reasonable cause to believe the driver has been operating the school vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Performing a Safety-sensitive Function: A driver is considered to be performing a safety-sensitive function during any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

Random Selection Process: When drug tests are unannounced and every driver has an equal chance of being selected for testing.

Reasonable Suspicion: When the school district believes the appearance, behavior, speech or body odors of the driver are indicative of the use of drugs or alcohol.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

Refusal to Test: When a driver (1) fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of the law, (2) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of the law, or (3) engages in conduct that clearly obstructs the testing process. A refusal to test is treated as a positive drug test result or an alcohol test result of 0.04 or greater breath alcohol concentration.

Safety-sensitive Function: All time from the time when a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions shall include, but are not limited to:

1. All time at the district waiting to be dispatched.
2. All time inspecting equipment or otherwise servicing any commercial motor vehicle at any time.
3. All time spent at the driving controls of a commercial vehicle in operation.
4. All time in or on a commercial vehicle.
5. All time repairing, obtaining assistance, or remaining in attendance on a disabled vehicle.

School vehicle: A vehicle owned, leased, and/or operated at the direction or with the consent of the school district which transports 16 or more persons, including the driver, or weighs over 26,001 pounds and requires the driver to have/possess a commercial driver's license in order to operate the vehicle.

Split Specimen/Split Sample: The division of the urine specimen into thirty milliliters in a specimen bottle (the primary sample) and into at least fifteen milliliters in a second specimen bottle (the split sample).

Stand-down: Is prohibited by federal regulations and consists of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.

Substance Abuse Professional: A licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substances-related disorders.

Verified Test: A drug test or validity testing result from a federally certified laboratory that has undergone review and final determination by the MRO.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**Covered Drivers

1. The following requirements apply for a driver to be covered by the drug and alcohol testing program:
 - A. Drive a vehicle transporting 16 or more persons, including the driver, or drive a vehicle weighing over 26,001 pounds; and
 - B. Require a commercial driver's license to hold the driver position.
2. Covered drivers include:
 - A. Applicants seeking a position as a driver;
 - B. Full-time, regularly employed drivers;
 - C. Casual, intermittent, occasional or substitute drivers (including coaches, teachers, administrators, mechanics, etc.);
 - D. Leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to a school district or who operate a school vehicle at the direction of or with the consent of a school district.
3. Drivers are subject to the drug and alcohol testing program and its requirements throughout the year, including the times when school is not in session or when the driver is on leave.

Prohibited Driver Conduct

1. Drivers shall not report to duty or remain on duty with a 0.04 or greater breath alcohol concentration.
2. Drivers shall not report for duty or remain on duty when using any drug except when a physician has advised the driver that the drug does not adversely affect the driver's ability to safely operate a school vehicle and the school district is informed in writing of the medication and doctor's opinion.
3. Drivers shall not use alcohol at least four hours prior to, or during the performance of, a safety-sensitive function.
4. Drivers shall not possess alcohol while on duty. This includes possessing prescriptions and over-the-counter medicines containing alcohol unless the packaging seal is unbroken.
5. Drivers required to take a post-accident alcohol test shall not use alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

6. Drivers shall not refuse to submit to a drug or alcohol test. A refusal to test is considered a positive test result requiring the driver to undergo a substance abuse evaluation and subjecting the driver to discipline up to and including termination.
7. Drivers shall not report for duty or remain on duty performing a safety-sensitive function if the driver has a positive drug test result.

Alcohol Breath Testing Procedures

1. Driver's breath is tested for alcohol.
2. Evidentiary breath testing devices are used to conduct the screening test and, if necessary, the confirmation alcohol test.
 - A. The screening alcohol breath test determines whether the driver's breath alcohol concentration is less than 0.02.
 1. A screening alcohol test result of less than 0.02 breath alcohol concentration allows the driver to continue to perform a safety-sensitive function.
 2. An initial alcohol test result of 0.02 breath alcohol concentration or greater requires a confirmation test.
 - B. The confirmation alcohol breath test determines whether the driver may continue to perform a safety-sensitive function.
 1. A confirmation alcohol test result of less than 0.02 breath alcohol concentration allows the driver to continue to perform a safety-sensitive function.
 2. A confirmation alcohol test result of greater than 0.02 breath alcohol concentration but less than 0.04 breath alcohol concentration requires the driver to cease performing a safety-sensitive function for 24 hours.
 3. A confirmation alcohol test result of 0.04 or greater breath alcohol concentration requires the driver to cease performing a safety-sensitive function and undergo a substance abuse evaluation.
3. Alcohol testing is conducted at collection sites that provide privacy to the driver and contain the necessary equipment, personnel, and materials.
 - A. Alcohol testing is conducted at a designated nonschool district facility unless the situation requires another location.
 - B. In the event privacy cannot be assured, privacy will be provided to the extent practical.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)****4. Screening alcohol testing steps**

- A. Once the driver is notified to submit to an alcohol test, the driver must complete the alcohol/drug test notification form and proceed immediately to the collection site. Collection site person will contact the superintendent or designated contact person immediately when a driver does not arrive at the specified time. Failure to arrive at the collection site in a timely manner is considered a refusal to test, absent an acceptable excuse.
- B. Upon arrival, the driver must provide a photo identification. Failure of the driver to produce a photo identification is considered insubordination as well as a refusal to test.
- C. The testing procedure is explained to the driver by the collection site person.
- D. The collection site person, the breath alcohol technician, and the driver complete and sign the appropriate sections of the alcohol testing form.
 - 1. Refusal of the driver to sign the form prior to the screening alcohol test is considered a refusal to test.
 - 2. The school district is notified immediately of the driver's refusal to sign.
- E. The driver forcefully blows into the evidentiary breath testing device mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.
- F. The initial test results are shared with the driver.
- G. The driver and breath alcohol technician must sign the alcohol testing form following completion of the alcohol test. Failure to sign the form after the alcohol test is not considered a refusal to test. However, in the remarks section of the form, the breath alcohol technician notes the driver's refusal to sign.
- H. Screening alcohol test results
 - 1. An alcohol test result of less than 0.02 breath alcohol concentration is reported to the school district in a confidential manner and the driver may continue to perform a safety-sensitive function.
 - 2. An alcohol test result of 0.02 or more breath alcohol concentration requires a confirmation alcohol test between 15 and 20 minutes after the screening test.
 - 3. The breath alcohol technician provides the superintendent, or designated contact person, with a copy of the breath alcohol testing form if written communication was not used to report the test results.
- I. Potentially incomplete or invalid breath alcohol tests are repeated with corrected procedures.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

- J. The breath alcohol test is stopped when the driver fails twice to provide an adequate amount of breath. In that case:
1. A physician analyzes the driver's inability to provide adequate breath.
 2. Failure to provide adequate breath is considered a refusal to test unless the physician determines a medical condition caused the failure to provide adequate breath.
 3. A refusal of the driver to try a second time to provide adequate breath is considered a refusal to test, unless a physician determines the driver is not physically capable of providing adequate breath.
5. Confirmation alcohol testing steps
- A. The confirmation alcohol test is done between 15 and 20 minutes after the screening alcohol test whether or not the driver followed the requirements to not eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during the 15-minute waiting period to avoid accumulation of mouth alcohol leading to an artificially high reading.
 - B. If a different collection site is used, the driver must be under the observation of the collection site personnel or school district personnel while in transit to the confirmation alcohol testing site or while waiting for the confirmation alcohol test.
 - C. If a different collection site person is used for the confirmation alcohol test, the driver must again provide photo identification.
 - D. The testing procedure is explained to the driver by the collection site person.
 - E. The collection site person, a breath alcohol technician, and the driver complete and sign the appropriate sections of the alcohol testing form.
 1. Refusal of the driver to sign the form prior to the confirmation alcohol test is considered a refusal to test.
 2. The school district is notified immediately of the refusal to sign.
 - F. The driver forcefully blows into the evidentiary breath testing device mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.
 - G. The confirmation alcohol test results, which are the final and official test results, are shared with the driver.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

- H. The driver and breath alcohol technician must sign the alcohol testing form following completion of the alcohol test. Failure to sign the form after the alcohol test is not considered a refusal to test. However, in the remarks section of the form, the breath alcohol technician notes the driver's refusal to sign.
- I. The breath alcohol technician informs the superintendent, or designated contact person, of the results of the test in a confidential manner.
1. An alcohol test result of less than 0.02 breath alcohol concentration is reported to the school district in a confidential manner and the driver may continue to perform a safety-sensitive function.
 2. The breath alcohol technician notifies the superintendent, or designated contact person, immediately of confirmation of alcohol test results of 0.02 or more breath alcohol concentration.
 3. The collection site person provides the superintendent, or designated contact person, with a copy of the breath alcohol testing form if written communication was not used to report the test results.
- J. Potentially incomplete or invalid breath alcohol tests are repeated with corrected procedures.
- K. The breath alcohol test is stopped when the driver fails twice to provide an adequate amount of breath. In that case:
1. A physician analyzes the driver's inability to provide adequate breath.
 2. Failure to provide adequate breath is considered a refusal to test unless the physician determines a medical condition caused the failure to provide adequate breath.
 3. A refusal of the driver to try a second time to provide adequate breath is considered a refusal to test, unless a physician determines the driver is not physically capable of providing adequate breath.

Drug Testing Procedures

1. Driver's urine is tested for marijuana, cocaine, opiates, amphetamines, phencyclidine, etc.
2. A split specimen urine drug test, often called "split sample test," is used to conduct the drug test.
 - A. A negative drug test result allows the driver to continue to perform a safety-sensitive function.
 - B. A positive drug test result on the primary sample requires the driver to be removed from performing a safety-sensitive function.
 - C. A positive drug test result on the primary sample allows the driver an opportunity to request the split sample be tested by another certified laboratory for the specific drug found in the primary sample. A negative drug test result on the split sample results in a negative drug test result.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

- D. A positive drug test result requires the driver to undergo a substance abuse evaluation.
3. Drivers taking medication at a doctor's direction may perform a safety-sensitive function if the doctor determines there is not an adverse affect on performing a safety-sensitive function and the school district is informed in writing of the medication and doctor's opinion.
4. Drug testing is conducted at collection sites that provide privacy to the driver and where the necessary equipment, personnel, and materials are located.
- A. Drug testing is conducted at a designated nonschool district facility unless the situation requires another location. Public restrooms can be used as collection sites in exceptional circumstances.
- B. In the event privacy cannot be assured, privacy is provided to the extent practical. However, direct observation is allowed if:
1. Reasons exist to believe the driver may alter or substitute the specimen.
 2. The driver presents a specimen with a temperature outside the allowed range and does not provide an oral body temperature or the oral body temperature varies from the specimen provided.
 3. The last specimen provided by the driver was determined by the laboratory to not meet specific gravity and urine creatinine concentration criteria.
 4. The collection site person observes conduct of the driver to substitute or adulterate the specimen.
 5. The driver has previously been determined to have used a drug without medical authorization and the particular test is for follow-up testing upon or after return to duty.
- C. Direct observation is approved by the supervisor of the collection site person or the designated school district representative. Non-medical personnel performing direct observation must be of the same gender as the driver.
5. Drug testing steps
- A. Once the driver is notified to submit to a drug test, the driver must complete the alcohol/drug test notification form and proceed immediately to the collection site. The collection site person contacts the superintendent, or designated contact person, immediately when a driver does not arrive at the specified time. Failure to arrive at the collection site in a timely manner is considered a refusal to test, absent an acceptable excuse.
- B. Upon arrival, the driver must provide a photo identification. Failure of the driver to produce a photo identification is considered insubordination as well as a refusal to test. The driver may require the collection site person to provide proof of identification.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

- C. The driver may keep his or her wallet but must remove any unnecessary outer garments, purses, briefcases, and similar items at the request of the collection site person.
- D. Immediately prior to providing a urine sample, the driver must wash his or her hands.
- E. The driver must then provide 45 milliliters of urine and deliver it immediately to the collection site person.
 - 1. A driver who cannot provide an adequate amount of urine will receive instructions for drinking water and trying again.
 - 2. The drug test is stopped when the driver fails twice to provide an adequate amount of urine.
 - 3. Failure to provide adequate urine is considered a refusal to test unless the physician determines a medical condition caused the failure to provide adequate urine.
- F. The specimen is kept in view of the driver and the collection site person.
- G. Upon receipt of the specimen, the collection site person immediately, and in no event later than four minutes from the time of urination, measures the temperature of the specimen.
- H. The driver may volunteer to have his or her oral temperature taken to provide evidence against alteration or substitution if there is some question about the temperature of the specimen.
- I. The collection site person inspects the specimen for color and other signs of contaminants and notes any unusual findings.
- J. Another specimen is required as soon as possible under direct observation if adulteration or substitution is suspected by the collection site person.
- K. The specimen is divided into the primary and the split specimen, sealed, and labeled. The label is initialed by the driver.
- L. The driver is required to read and sign the statement on the chain of custody form certifying the specimens are the driver's.
- M. The collection site person is required to note on the chain of custody form any unusual behavior or appearance of the driver and any failure to cooperate.
- N. The collection site person completes the chain of custody form and the driver signs the form indicating the collection is complete.
- O. The specimens are packaged for shipping to the laboratory and are shipped immediately or placed in secure storage until they can be shipped.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

6. Laboratory
 - A. The laboratory used by the school district's drug and alcohol testing program is certified by the U.S. Department of Health and Human Services. Certified laboratories meet the testing procedures, personnel, and record keeping requirements of the law.
 - B. Upon arrival of the specimen at the laboratory, the split specimen is stored and the primary specimen is tested.
 1. A positive drug test result on the initial test of the primary specimen requires a confirmation drug test of the primary specimen.
 2. The split specimen is discarded if the primary specimen has a negative drug test result.
7. Medical Review Officer (MRO) reviews drug test results
 - A. The MRO may release drug testing records of a driver to unauthorized individuals only with the written consent of the driver.
 - B. The MRO keeps a record of negative drug test results and reports negative drug test results to the school district, usually within two working days.
 - C. The primary role of the MRO is to review and interpret positive drug test results to determine whether a legitimate explanation exists for the positive drug test result.
 1. After reviewing the chain of custody form and the laboratory drug test results, the MRO contacts the driver to discuss the positive drug test result prior to notifying the school district and to ask whether the driver requests a drug test of the split sample. The driver's request for a drug test of the split sample must be made within 72 hours of talking with the MRO.
 2. Upon request by the driver, the split specimen is sent to a second certified laboratory for drug testing.
 3. The MRO contacts the superintendent, or designated contact person, for assistance if the driver cannot be reached.
 4. The superintendent, or designated contact person, must confidentially inform the driver to contact the MRO.
 5. Upon contacting the driver, the superintendent, or designated contact person, must inform the MRO that the driver was contacted.
 6. Drivers who cannot be contacted are placed on temporary medically unqualified status, sick leave, other available leave, or unpaid leave of absence.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

- D. The MRO may verify a positive drug test without talking to the driver if:
1. The driver declines the opportunity to discuss the positive drug test.
 2. The driver fails to contact the MRO within five days after the superintendent, or designated contact person, has contacted the driver.
 3. MRO verification of positive drug test results under these circumstances can be challenged by the driver if the driver presents the MRO with information documenting a serious illness, injury or other circumstances unavoidably preventing the driver from timely contacting the MRO. The MRO, based on this additional information, may find a legitimate explanation for the positive drug test result and declare the drug test negative.
- E. The driver is notified of the drugs found in a positive drug test result by the MRO, the superintendent, or designated contact person, or by certified mail to the driver's last known address.
- F. The school district receives a written report of the negative and positive drug test results from the MRO.

Substance Abuse Professional

1. A substance abuse evaluation by a substance abuse professional is required when a driver has:
 - A. A positive drug test;
 - B. A positive alcohol test of 0.04 or greater breath alcohol concentration; or
 - C. Violated the drug and alcohol testing program policy, these supporting regulations, or the law.
2. The substance abuse evaluation determines what assistance, if any, the driver needs in resolving problems with alcohol misuse and/or drug use.
3. A list of available substance abuse professionals to provide assistance to bus drivers is available through the superintendent, or designated contact person.

Pre-employment Testing

1. Drivers shall submit to a drug test if a job offer is made. The job offer is contingent upon:
 - A. A negative drug test result; and
 - B. A signed written statement authorizing former employers to release all information on the driver related to drugs and alcohol.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

A pre-employment drug test may not need to be administered by the school district if the driver has participated in a drug testing program that meets the requirements of these regulations within the previous 30 days and while participating in that program, either was tested for drugs within the past six months from the date of application with the school district or participated in a random drug testing program for the previous 12 months from the date of application with the school district and the school district ensures that, to the school district's knowledge, no prior employer has records of a violation of the regulations within the previous six months.

If the school district chooses not to administer a pre-employment alcohol and/or drug test, the school district must contact the alcohol and drug testing program in which the driver participates or participated and obtain the following information:

- name and address(es) of the program(s);
- verification that the driver participates or participated in the program(s);
- verification that the program(s) conform(s) to these regulations;
- verification that the driver is qualified under these regulations, including that the driver has not refused to be tested for alcohol or drugs;
- the date the driver was last tested for alcohol or drugs;
- the results of any tests taken within the previous six months and any other violation of the regulations.

For applicants that have had a positive drug or alcohol test, based on information from a prior employer, the pre-employment test can serve as a return-to-duty test.

2. Prior to allowing a driver to perform a safety-sensitive function, and not later than 14 days after performing a safety-sensitive function, the following information must be obtained about the driver during the preceding two years from the date of the application:
 - A. Any alcohol test results of 0.04 or greater breath alcohol concentration;
 - B. Positive drug test results; and
 - C. Refusals to be tested.

The school district may obtain any information related to the driver from previous employers as long as the driver consents and the written consent regarding the requested information is presented to the previous employers. If this information is not obtained prior to the performance of a safety-sensitive function, the school district will document why the information was not obtained prior to the performance of the safety-sensitive function. The information may be obtained by the school district by personal interviews, telephone interviews, letter, or other method that ensures confidentiality. The school district will document the information received and will note that the information addresses only whether the driver can perform a safety-sensitive function and does not address the Americans with Disabilities Act considerations of alcohol or drug addiction.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**Random Testing

1. Annually, 25% of the average number of drivers is selected for random alcohol tests and 50% of the average number of drivers is selected for random drug tests.
2. The drivers' identification numbers are selected by a scientific method giving each driver an equal chance to be selected.
3. Random tests are unannounced and spread throughout the year.
4. Drivers selected for random alcohol testing are notified just before, during, or just after performing a safety-sensitive function. The school district will document why some, if any, drivers were selected but not notified (i.e., illness, vacation, etc.).
5. Drivers selected for random drug testing are notified at any time. The school district will document why some, if any, drivers were selected but not notified (i.e., illness, vacation, etc.).
6. Once a driver is notified of being selected for a random test, the driver must proceed immediately to the collection site. However, drivers performing a safety-sensitive function must safely stop and proceed to the collection site as soon as possible.

Reasonable Suspicion Testing

1. A driver may be required to submit to a reasonable suspicion drug test at any time.
2. A driver may be required to submit to a reasonable suspicion alcohol test just before, during, or just after the driver performs a safety-sensitive function or just before, during, or just after the time the driver is required to be in compliance with the drug and alcohol testing program policy, these supporting administrative regulations, or the law.
 - A. A reasonable suspicion alcohol test is performed within two hours and not later than eight hours of determining reasonable suspicion.
 - B. If the alcohol test is not given within two hours, the reasons for the delay must be documented.
 - C. If the alcohol test is not given within eight hours, attempts to test are stopped and the reason for not testing must be documented.
3. A reasonable suspicion test request is made by an employee who received training to determine reasonable suspicion. The reasons for the reasonable suspicion must be documented within 24 hours or prior to the release of the test results. If more than one employee trained to determine reasonable suspicion observed the driver, those employees must also document their reasons.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**Post-accident Testing

1. Drivers are subject to both post-accident drug and alcohol testing as soon as possible after an accident in which:

- A. The driver received a citation and

1. Bodily injury occurred to a person who, as a result of the injury, required immediate medical treatment away from the scene of the accident; or
 2. One or more motor vehicles incurred disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle; or

- B. A fatality occurred.

If a citation is not issued against the driver within eight hours of the accident, no alcohol testing can be done. If the citation is issued prior to 32 hours, a drug test must be given. If the citation is issued too late for either the alcohol or drug test, the circumstances must be documented.

2. Drivers must remain readily available for post-accident testing.
 - A. Drivers who leave the scene or who do not remain readily available are deemed to have refused to test.
 - B. Necessary medical treatment cannot and should not be denied to a driver waiting to complete post-accident drug and alcohol tests.
3. Alcohol testing requirements
 - A. The alcohol test is administered within two hours and not later than eight hours after the accident.
 - B. The reasons for administering the test later than two hours after the accident must be documented.
 - C. The reasons for not administering the test within eight hours of the accident must be documented.
 - D. Drivers are prohibited from consuming alcohol for eight hours after the accident or until the alcohol test is completed.
4. Drug testing requirements
 - A. The drug test is administered as soon as possible and not later than 32 hours after the accident.
 - B. The reasons for not administering the test must be documented.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

5. Results of drug or alcohol testing conducted by law enforcement officers or other officials on the scene with independent authority to conduct such tests are presumed valid if the testing conforms with the law. The school district must receive a copy of the results to use them.

Return-to-duty/Follow-up Testing

1. Prior to returning to duty after a positive drug test, a positive alcohol test of 0.04 or greater breath alcohol concentration, or other violation of the drug and alcohol testing program policy, these regulations or the law:
 - A. The driver must be reevaluated by a substance abuse professional to determine that the driver has properly followed any treatment program prescribed.
 - B. The driver must submit to the tests required by the substance abuse professional. The substance abuse professional may require a return-to-duty test for drugs, alcohol, or both.
 - C. The return-to-duty test must have a negative drug test result and/or an alcohol test result of less than 0.02 breath alcohol concentration before the driver can return to duty and perform a safety-sensitive function.
2. After returning to duty, the driver is subject to a minimum of six unannounced follow-up tests within 12 months for alcohol, drugs, or both, as determined by the substance abuse professional.
 - A. The substance abuse professional can terminate the follow-up testing requirement after the first six tests have been completed or continue the follow-up testing for up to 60 months from the date of the driver's return to duty.
 - B. Alcohol follow-up testing is done just before, during, or just after performing a safety-sensitive function.

School District Responsibilities

1. Drivers will be provided with information on the drug and alcohol testing requirements of the drug and alcohol testing program policy, these administrative regulations, and the law, including the driver's obligations. This information may be included in an employee handbook.
2. Supervisors of drivers or employees designated to determine reasonable suspicion must receive 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. The training must address the physical, behavioral, speech and performance indicators of probable alcohol misuse and drug use.
3. Drivers will be provided with instructions prior to the driver operating a school vehicle to enable the driver to comply with the drug and alcohol testing requirements.
4. Drivers will not be allowed to report to work or perform a safety-sensitive function when the school district has actual knowledge of a driver's drug use, whether or not a drug test was conducted.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

5. Drivers will not be allowed to report to work or perform a safety-sensitive function when the school district has actual knowledge of a driver with 0.02 or greater breath alcohol concentration, whether or not an alcohol test was conducted.
6. Through the school district's drug and alcohol testing program service provider, the school district will ensure that the quality assurance plan, developed by the manufacturer and approved by the National Highway Traffic Safety Administration for the evidentiary breath testing device used for alcohol testing of its drivers, describes the inspection, maintenance, and calibration requirements and intervals for the device.
7. Through the school district's drug and alcohol testing program service provider, the district will ensure that the collection site person using an evidentiary breath testing device is a certified breath alcohol technician.

Consequences of Violating the Drug and Alcohol Testing Program Policy, These Administrative Regulations, or the Law

1. Each violation is dealt with based on the circumstances surrounding the violation. The following consequences may result from a violation:
 - A. Drivers may be disciplined up to and including termination.
 - B. Drivers may not be permitted to perform safety-sensitive functions.
 - C. Drivers may be advised of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of drugs.
 - D. Drivers may be required to undergo a substance abuse evaluation to determine what assistance, if any, the driver needs in resolving problems associated with the misuse of alcohol or use of drugs and be required to follow any recommended substance abuse treatment program.
 - E. Prior to returning to duty, the driver is required to have a negative drug and/or alcohol test result and be subject to the follow-up drug and/or alcohol testing determined necessary based on the circumstances surrounding the incident.
 - F. Drivers refusing to submit to drug and/or alcohol testing are considered insubordinate and are subject to discipline up to and including termination.
 - G. Driver-applicants who refuse to submit to or cooperate with the drug and/or alcohol testing process and requirements shall be disqualified from further consideration.
2. Nothing in the drug and alcohol testing program policy, these administrative regulations, or the law relating to drug and alcohol testing limits, restricts the right of the board or superintendent to discipline, up to and including termination, a driver for conduct which violates the school district's policies, regulations, and procedures.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**Drug and Alcohol Testing Records

1. Drug and alcohol testing records are stored in locked files at limited access locations separate and apart from the driver's general personnel records.
2. The records are released only with the written consent of the driver. Only those records specifically authorized for release may be released. However:
 - A. Records may be released to appropriate government agencies without a written consent.
 - B. Records may be released to appropriate school district employees without written consent.
 - C. The school district may, without written consent, make a driver's drug and alcohol test records available to a decision-maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the driver and arising from the result of an alcohol or drug test under the drug and alcohol testing program policy, these regulations, or the law, or from the school district's determination that the driver violated the drug and alcohol testing program, these regulations, or the law. Such proceedings may include, but are not limited to, workers' compensation, unemployment compensation, or other proceeding related to a benefit being sought by the driver and in wrongful discharge or other termination matters.
3. With a written request, drivers may access and copy their drug and alcohol test records in accordance with the board policy related to employee records. A driver is not denied access to these records for failure to pay fees associated with other records. Drug and alcohol testing and related records shall include at least the following:
 - drug and alcohol related information obtained from prior employers if the driver was hired after January 1, 1995, for school districts with 50 or more drivers and January 1, 1996, for school districts with less than 50 drivers;
 - a "sign off" sheet signed by the driver indicating receipt of the drug and alcohol testing program policy and related information and agreeing to participate in the drug and alcohol testing program;
 - the chain of custody form for each of the driver's drug tests;
 - the alcohol test form and results for each of the driver's alcohol tests;
 - any accident information related to the driver;
 - MRO report of drug test results;
 - any reasonable suspicion information related to the driver;
 - any substance abuse professional evaluation and treatment information related to the driver; and
 - any other information related to drug and alcohol testing particular to the driver.

**DRUG AND ALCOHOL TESTING PROGRAM, BUS DRIVERS,
REGULATION (Cont.)**

4. The following records of the school district's drug and alcohol testing programs are maintained for the time period indicated:

A. One year:

1. Records of negative and canceled drug test results and alcohol test results of less than 0.02 breath alcohol concentration.
2. Records related to the drug and alcohol testing process.
3. Records related to a driver's test results.
4. Records related to other violations of the law.
5. Records related to substance abuse evaluations.
6. Records related to education and training.

B. Two years:

Records related to the alcohol and drug collection process, except calibration of evidentiary breath testing devices, and training.

C. Five years:

1. Alcohol test results of 0.02 and greater breath alcohol concentration.
2. Verified positive drug test results.
3. Documentation of refusals to take required alcohol and/or drug tests.
4. Evidentiary breath testing device calibration documentation.
5. Driver substance abuse evaluations and referrals.
6. Annual calendar year summary.

**DRUG-FREE WORKPLACE
NOTICE TO EMPLOYEES**

This school district supports the "Drug-free Workplace Act of 1988" (P.L. 100-690) and all employees must individually certify their understanding of the following conditions of employment and this act:

1. Each employee is hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all workstations in the school district. Such action is prohibited by any employee during that employee's work hours or in the performance of any duties for the school system.
2. Employees are further notified that as a condition of their employment, they are required to abide by the terms of this policy and that violation of any requirement will result in appropriate disciplinary action that may include (a) probation, (b) suspension, and/or (c) termination. Employees may be required to satisfactorily participate in a drug abuse assistance or rehabilitation program as approved for such proposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. It shall be the responsibility of the employee to report to the district any and all convictions of a criminal drug statute violation occurring in the workplace no later than five days following such conviction. The district must also notify the federal contracting officer or grant source (if any) within ten (10) days after receiving notification from an employee or otherwise receiving actual notice of such conviction. Appropriate personnel action shall follow such disclosure within 30 days of such notice.
4. Each employee will attend a district drug-free awareness program at which employees will be informed about:
 - A. The dangers of drug abuse in the workplace;
 - B. The district policy of maintaining a drug-free workplace;
 - C. Available drug counseling, rehabilitation and employee assistance programs;
 - D. Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

It is a requirement of the board of education that each current employee receive a copy of this policy and that all new applicants receive a copy of this policy upon a conditional offer of employment. This policy statement shall be published in appropriate documents for proper distribution, and shall be posted at a prominent employee access area.

The district must also demonstrate a good faith effort to maintain a drug-free workplace through implementation of paragraphs 1-4, above.

This is to certify that on _____, I received a copy of this policy pertaining to the Drug-Free Schools and Communities Act of 1989, P.L. 101-226, from the Lawton Board of Education.

Employee's Signature

WORKPLACE DRUG AND ALCOHOL TESTING (REGULATIONS)

The board of education may require drug and alcohol testing of all new applicants upon a conditional offer of employment. Substances tested shall be for drugs and alcohol. The refusal of a job applicant who has been offered conditional employment to take the test will be considered as a basis for not employing the applicant. Each case will be reviewed to assure compliance with current regulations of the Americans with Disabilities Act.

The school district may request or require an employee to undergo drug and/or alcohol testing as set forth below and when the superintendent at any time reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following:

- a. drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. a report of drug or alcohol use while at work or on duty,
- d. information that an employee has tampered with drug or alcohol testing at any time,
- e. negative performance patterns, or
- f. excessive or unexplained absenteeism or tardiness;

Substances tested shall be for drugs and alcohol.

This school district will require school bus drivers, mechanics, maintenance employees, and any employee who is required to obtain a commercial driver's license (CDL) to undergo drug or alcohol testing prior to employment and on a random selection basis. The superintendent shall ensure that employees who are selected for random testing are selected on a basis that is entirely random and on a basis which results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and does not give the district discretion to waive the selection of any employee selected. (See also policy DCCB and DCCB-R.)

This school district will require bus drivers, mechanics, maintenance personnel, and any district employee who is required to obtain a commercial driver's license (CDL) to undergo drug or alcohol testing during routine employee fitness-for-duty medical examinations. (See also policy DCCB and DCCB-R.)

This school district will require periodic drug and alcohol testing without prior notice of any employee who has tested positively under this policy, who has participated in a drug or alcohol dependency treatment program as a result of this policy, or an employee who is required to obtain a commercial driver's license (CDL).

Any employee who refuses to submit to drug or alcohol testing may be subject to disciplinary action including, but not limited to, termination of employment subject to all applicable due process procedures. Employees who refuse to undergo a drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits. In order to provide misconduct, the employer need only provide proof of a testing policy and either a refusal to take a drug or alcohol test or a positive test result.

Drug Testing Procedures

Drug and alcohol testing standards and procedures of this school district shall conform fully to the provisions of the State Board of Health. Testing facilities used by this district shall provide evidence of having met all licensing and/or certification requirements of the State Board of Health including the following:

WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health. Such samples may be collected on the premises of the school district or at a testing facility.
2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected.
3. The collection of samples shall be performed under reasonable and sanitary conditions.
4. Samples shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.
5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no representative, agent, or designee of the school district shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
6. The testing facility will provide the necessary documentation of testing procedure and test results to the employer requesting testing services as may be required by a court or administrative proceeding.
7. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

Testing Results

The following steps will be taken when an employee's medical exam is positive for the presence of drugs or alcohol:

1. The employee will be notified of the results of the test. The applicant or employee has a right to obtain all information and records relating to that individual's testing.
2. The employee will be advised of the outcome of the drug screening and will be immediately removed from the current job assignment.
3. The employee will be given a reasonable opportunity for confidential rebuttal of the results.
4. To continue employment with the district, the employee must develop a written plan for improvement with the employee's supervisor. As an element of every plan for improvement, the employee will be encouraged to voluntarily seek professional assistance and/or participate in an appropriate rehabilitation program. Drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment, or rehabilitation shall be provided to the employee.
5. The employee will be suspended until the employee has tested negative on a follow-up drug screening. The follow-up drug screening will be administered no earlier than seven nor more than forty-five (45) calendar days following the initial positive drug screening. The physician who administered and interpreted the initial drug

screening will make a recommendation to the district as to the amount of time that is appropriate before administering the follow-up drug screening, depending on the type and amount of chemical substance initially

WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)

detected in the employee's system. The employee may use existing accrued leave during this suspension. If the employee does not have sufficient accrued leave to cover the absence, the leave will be without pay unless prohibited by applicable law. All employees hereby affected by this policy and regulation will be provided appropriate due process procedures.

6. If the follow-up drug screening is negative, the employee may be returned to regular assignment. If the drug screening is positive, procedures for the employee's termination will be implemented in accordance with this policy and the district's employment termination policies.
7. Any employee whose drug screening is positive a second time, regardless of the length of time which has passed since the first positive test, will be recommended to the board for dismissal. Any employee who has once tested positive may be subject to random drug screening sampling for a period of two years, commencing with the employee's return to work, and/or may be recommended for dismissal.

Confidentiality

The school district shall maintain the results of any drug/alcohol test in confidentiality to the extent possible. The employee who participates in a drug/alcohol test will be provided an opportunity to review and to obtain copies of any information and records pertaining to the drug/alcohol test.

1. The school district will maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in those actions taken by the district or in any action involving the individual tests and the district or unless such records are ordered released pursuant to a valid subpoena or other court order.
2. The records described above and maintained by the district shall be the property of this school district and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The district will not release such records to any person other than the applicant, employee, or the district's review officer, unless the applicant or employee has expressly granted permission in writing, following receipt of the test results, for the district to release such records or pursuant to a valid court order.
3. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to the district, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to the general health, pregnancy or other physical or mental condition of the applicant or employee. A testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his/her request.

Other Provisions

WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)

Drug/alcohol tests required pursuant to this policy will be conducted during, prior to, or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

The school district shall pay all costs of testing for drugs or alcohol including any school requested confirmation tests and the costs of transportation to the drug/alcohol test site. Any individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case the school district shall reimburse the individual for the costs of the retest.

A copy of this policy shall be posted in a prominent employee access area and shall be provided to each job applicant upon the applicant's receipt of a conditional offer of employment.

Any employee or applicant for employment who refuses to undergo drug or alcohol testing conducted in accordance with board policy and these regulations may be disciplined up to and including termination of employment. An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a confirmed positive drug or alcohol test conducted in accordance with the provisions of the Standards for Workplace Drug and Alcohol Testing Act shall be considered to have been discharged for misconduct and shall be disqualified for unemployment compensation.

REFERENCE: 40 O.S. §2-406A
40 O.S. §551, et seq.

SUPPORT PERSONNEL POLICY DEVELOPMENT AGREEMENT

The education, safety, and welfare of the students of the Lawton Public Schools are the primary concerns of the Board of Education and its employees. These interests are best served through the participation of appropriate employees in decisions affecting the operation of the school district. Such consultation among employees, administration, and Board of Education in the review and development of board policies and administrative procedures that will govern support employee working conditions is intended to be advisory and cooperative in nature. Therefore, in order to recognize the role of support personnel in the development of such policies and procedures, the Board of Education, the Superintendent, and the Support Personnel jointly establish this Agreement.

1. DEFINITION OF TERMS

A. Support Personnel: All classified employees of the Lawton Public Schools who are eligible for regular district benefits with the exception of student employees and substitute employees.

B. Superintendent: A member of the professional staff serving as executive officer of the Board of Education and administrative head of the school system.

C. Board Of Education: Elected governing and policy-making body of the school district.

D. Policy Development: A process, which involves the sharing of viewpoints and research, accomplished through discussion and cooperation among the Board of Education, the Superintendent, and Support Personnel for the purpose of developing meaningful district policy and administrative procedures.

E. Support Personnel Policy Development Council (hereinafter called the Council): Duly elected or appointed representatives whose function is to receive, study, and make recommendations on proposals concerning conditions of employment, welfare, and morale of Support Personnel.

F. Support Personnel Classification: For the purposes of administering this Agreement and determining the representation, the following employment classifications will be used. Questions or disputes concerning placement in a category shall be resolved by the Assistant Superintendent of Human Resources.

1. Elementary School Staff: Support Personnel assigned to a building designated for elementary instruction. These employees shall be divided into the following categories:
 - a. Elementary secretaries
 - b. Elementary custodians
 - c. Elementary teacher assistants, library assistants, computer lab assistants and itinerant assistants who work more than half of their assigned time in an elementary building.
 - d. Elementary food services personnel
2. Secondary School Staff: Support Personnel assigned to a building designated for secondary instruction. These employees shall be divided into the following categories:
 - a. Secondary secretaries
 - b. Secondary custodians
 - c. Secondary teacher assistants, library assistants, computer lab assistants, and itinerant assistants work more than half of their assigned time in a secondary building
 - d. Secondary food services personnel

POLICY DEVELOPMENT AGREEMENT (Cont.)**2. RECOGNITION**

A. The Support Personnel recognize that:

1. The Superintendent has the responsibility for proposing and presenting district policy to the Board of Education except as provided for in Section 7 of this Agreement. As chief administrative officer, the Superintendent approves and implements administrative procedures for the school district
2. The Board of Education has the legal authority for approving policies for the district.
3. The Superintendent, Certified Staff, and Support Personnel have the joint responsibility for carrying out board policy and administrative procedures of the school district.

B. The Board of Education, the Superintendent, and the Council or their designated representatives agree that they or their designated representatives will meet and work cooperatively on matters concerning the welfare of students and employees of the district.

C. The Board of Education recognizes the Support Personnel Policy Development Council as the designated representative of the following groups:

1. All eligible support personnel of the Lawton Public Schools
2. Lawton Education Support Personnel Association
3. Lawton School Food Service Association
4. All other support personnel associations

D. The Board of Education and the Support Personnel recognize the Council chairperson as the representative for the Council at meetings of the Board of Education.

3. MEMBERSHIP AND SELECTION OF THE SUPPORT PERSONNEL POLICY DEVELOPMENT COUNCIL AND STAFF

A. The Council shall consist of the following members:

1. One elementary secretary, custodian, teacher assistant and food service representative for each 30 employees, or the greater fraction (16/30ths) thereof, but not less than two representatives, in such category in the elementary schools.
2. One secondary secretary, custodian, teacher assistant and food service representative for each 30 employees, or the greater fraction (16/30ths) thereof, but not less than two representatives, in such category in the secondary schools. The current president or the
3. representative designated by the current president of the Lawton Education Support Personnel Association.
4. The current president or the representative designated by the current president of the Lawton School Food Service Association.
5. The Superintendent of schools or the Superintendent's designee.
6. One representative for each 30 employees, or the greater fraction (16/30ths) thereof, but not less than two representatives, for the Shoemaker Center Complex, which includes Special Services Center, the Taft Learning Center, CACE, and any other district-wide program not included elsewhere.

POLICY DEVELOPMENT AGREEMENT (Cont.)

7. One representative for each 30 employees, or the greater fraction (16/30ths) thereof, but not less than two representatives, for the Warehouse Maintenance Center.
 8. One representative for each 30 employees, or the greater fraction (16/30ths) thereof, but not less than two representatives, for the Transportation Center.
 9. Chairman of the Council.
 10. For the purpose of determining representation, the number of employees in each area shall be determined immediately prior to the election of new representatives in September, and again at the beginning of the second semester.
- B. Any representative changing employment classification as defined in Section 1, F shall immediately forfeit his position on the Council.
- C. Elections for vacant council positions shall be conducted by the Election Committee provided for in this Agreement at the beginning of each new school year and when other vacancies occur.
1. Representatives shall be elected by members of their respective categories.
 2. Any candidate filing for election must have been employed by the Lawton Public Schools for a minimum of twelve (12) months prior to the date of the election.
- D. Eligibility Criteria for Election to a Position on the Council.
1. Any candidate filing for election must have been employed by the Lawton Public Schools for a minimum of twelve (12) months prior to the date of the election;
 2. Candidate must be employed in the proper category of the vacant position for which they are applying.
- E. Procedure for Election to a Council Position.
1. Election for vacant council positions shall be conducted by the Election Committee provided for in this Agreement at the beginning of each new school year and when other vacancies occur.
 2. Representatives shall be elected by members of their respective categories.
 3. All elections must be by secret ballot. Proxy voting is not permitted. All electors must sign an official election roster provided by the Election Committee.
 4. Persons desiring a position on the Council must file an official nomination form with the Council chairperson within the time limits specified by the Election Committee or provided for by Standing Rules of the Council.
 5. The candidate(s) receiving the largest number of votes shall be declared elected. In case of a tie, the winning candidate shall be determined by the toss of a coin as suggested by "Robert's Rules of Order, Revised".
 6. In the event of questions concerning elections, the Election Committee shall make any necessary interpretations of policy or shall make rulings on matters not specifically provided for in this Agreement. The decisions of the election committee shall be final.
- F. Terms of office shall begin upon certification of the election results by the Election Committee, but not later than the last day of September of each school year. Each elected representative shall serve a two-year term with one-half of the representatives elected each year. Representatives may be reelected. If more than one representative is elected, one half of the representatives shall be elected to one-year terms as determined by the Election Committee.

POLICY DEVELOPMENT AGREEMENT (Cont.)

G. Staff assistance for the Policy Development Council shall consist of one recording secretary, not a member of the Council, to be provided for by the Assistant Superintendent of Human Resources. Overtime salary, when approved, shall be paid by the Lawton Board of Education.

1. Take minutes at regular and called meetings of the Council and to distribute such minutes to the support staff as soon as possible.
2. Prepare all written materials necessary for Council meetings.
3. Notify members of Council meetings and committee meetings.
4. Conduct the election of the chairperson of the Council.
5. Prepare, under the direction of the Council chairperson, an Annual Report of Council action. This report shall include attendance records and the status of every proposal reaching the Council or acted upon by the Council during that school year.
6. Maintain complete Council records at Shoemaker Center. This shall include minutes of meetings, copies of proposals, study-committee reports, and annual Reports.
7. Perform such other duties as assigned by the Council chairperson and approved by the recording secretary's supervisor, Assistant Superintendent of Human Resources.
8. When a representative has been absent three out of five consecutive meetings, the chair, with approval of the Council, may declare the position vacant and call for an election of a new representative to fill the vacancy.

4. SELECTION OF THE COUNCIL CHAIRPERSON

A. The chairperson of the Council will be elected from and by the membership of the Council no later than the last day of September following the expiration of the chairperson's term. The election will be conducted by the recording secretary.

B. The chairperson, upon election, shall relinquish his/her representative position, which shall then be declared vacant.

C. The chairperson will hold office for a period of two years. The chairperson may be reelected.

D. The chairperson may be removed from office by a two-thirds majority vote of the total membership of the Council.

5. DUTIES OF THE COUNCIL CHAIRPERSON

The duties of the chairperson of the Council shall be to:

- A. Preside at all meetings of the Council.
- B. Prepare an agenda with all necessary attachments.
- C. Appoint, with approval of the Council, members of all standing and special committees.
- D. Vote in the event of a tie.

POLICY DEVELOPMENT AGREEMENT (Cont.)

- E. Appoint, with approval of the Council, a vice-chairperson and a parliamentarian. Such officers shall be selected from among elected Council representatives and shall be appointed for one-year terms. The vice-chairperson shall perform the duties of the chairperson in his/her absence. The vice-chairperson shall also serve as chairperson of the Research Committee.
- F. Direct the secretary to distribute the agenda and maintain Council files and correspondence in accordance with the procedures defined in this Agreement.
- G. Call special meetings when deemed necessary or upon written request by a minimum of five (5) Council members.
- H. Represent the Council at meetings of the Board of Education.
- I. To serve as an ex officio, full standing member of all committees.

6. MEETINGS OF THE SUPPORT PERSONNEL POLICY DEVELOPMENT COUNCIL

- A. The Council shall meet monthly at such time as the Council determines. The chairperson of the Council shall be authorized to call special meetings of the Council at any time or to cancel regular meetings when deemed appropriate. All meetings shall be held prior to or after working hours except meetings approved by the Superintendent or the Superintendent's designee.
- B. A quorum is required in order to transact the business of the Council. A quorum is defined as a majority of the Council membership.
- C. Procedural matters not specifically addressed within this Agreement shall be governed by "Robert's Rules of Order, Revised."

7. PROCEDURE FOR ADVANCING PROPOSALS**Step 1: Submitting Proposals**

The Superintendent or designee, or any support employee defined in Section 1, A, or any organization or group of such employees may submit any proposal or suggestion regarding a change in board policy or administrative procedure, or the creation of new board policy or administrative procedure relating to the employment conditions of support personnel of the district. Such proposals shall be submitted on Council Form #1, "Proposal Form," and may be submitted to any member of the Council, the Assistant Superintendent of Human Resources or the Superintendent of Schools. All such written proposals shall be forwarded to the chairperson of the Council for placement on the next Council agenda. Any proposal submitted prior to the convening of a meeting must be considered at that meeting.

Step 2: Council Action on Submitted Proposals

The Council shall receive and consider every proposal submitted no later than the next regular or special meeting of the Council. The Council, by majority vote, may take any of the following actions with regard to a submitted proposal:

POLICY DEVELOPMENT AGREEMENT (Cont.)

- A. Except as otherwise determined by a two-thirds majority vote of the Council members present, original proposals or original committee recommendations will be introduced at one meeting of the Council and acted upon not sooner than the next meeting of the Council.
- B. Adopt the proposal as submitted.
- C. Reject the proposal as submitted.
- D. Revise and adopt the proposal.
- E. Postpone consideration of the proposal.
- F. Direct that a study be made on the merits of the proposal by a standing or special committee of the Council.
- G. Adopt, reject, or revise and then adopt recommendations presented by standing or special committees of the Council.

Step 3: Action on Proposals Rejected by the Council

Proposals rejected by the Council shall be returned to the author with the action of the Council indicated.

Step 4: Action on Proposals Adopted by the Council

The recording secretary shall prepare an official report detailing proposals adopted by the Council. Such reports shall be submitted to the Superintendent of schools for consideration of the adopted proposal.

Step 5: Action by the Superintendent of Schools on Council Proposals

- A. If the Council proposal is acceptable in the form submitted, the Superintendent shall present such proposal to the Board of Education where the nature of the proposal is board policy. The Superintendent shall implement the procedure if the nature of the proposal is an administrative procedure.
- B. If the Council proposal is unacceptable in the form submitted, the Superintendent shall either reject the proposal or offer a counterproposal to the Council.

Step 6: Council Action on Proposals Rejected or Counterproposals Offered by the Superintendent

- A. A proposal rejected by the Superintendent will die in the Council unless a two-thirds majority of the total membership of the council votes to submit the proposal directly to the Board of Education.
- B. A counterproposal in writing, from the Superintendent shall be considered by the Council and action taken. If adopted by the Council, the proposal shall be submitted to the Board of Education for approval or shall be implemented if the nature of the proposal is an administrative procedure. If a counterproposal is rejected by the Council, a revised proposal must be developed and resubmitted to the Superintendent or the issue is dead.

8. ASSISTANCE FOR THE SUPPORT PERSONNEL POLICY DEVELOPMENT COUNCIL

- A. The Council may be authorized by the Superintendent or the Superintendent's designee to incur reasonable expenses for supplies, materials, photocopying, distribution, postage, and related operating costs, excluding any campaign expenses for individual candidates seeking election to an office.
- B. The Superintendent may be asked to approve additional funds for consultants or resources necessary in determining the merits of a proposal.

POLICY DEVELOPMENT AGREEMENT (Cont.)

- C. Any requested Council expense, which exceeds \$2500, must be submitted to the Lawton Board of Education for approval

9. COMMITTEES

- A. The chairperson shall appoint, with the approval of the Council, the following standing committees from the total support staff to serve a one-year term. The chairperson of each standing committee shall be appointed by the Council chairperson and must be a Council member.
1. Research Committee. The Research Committee shall review, analyze, and investigate proposals directed to it by the Council and shall present its findings and recommendations to the Council. The Research Committee shall be authorized to initiate, develop, and recommend additional proposals to the Council. The committee shall consist of no fewer than seven (7) members. The chairperson of the finance committee will serve on the research committee.
 2. Election Committee. The Election Committee shall conduct all elections as specified in Section 3, D, unless stated otherwise in the Agreement. The committee shall consist of no fewer than five (5) members.
 3. Finance Committee. The Finance Committee shall meet at the discretion of the committee chairperson and shall consist of no fewer than five (5) members.
- B. The Council chairperson is authorized to appoint, with the approval of the Council, special committees to serve as needed.

10. RATIFICATION AND AMENDMENT

This Agreement was ratified on May 15, 1985, and amended effective July 1, 1987, and further amended effective July 1, 1992, by a majority vote of the Support Personnel of the Lawton Public Schools and by a majority vote of the Lawton Board of Education and shall remain in effect on a year-to-year basis unless terminated at the end of any given school year by a majority vote of either the Support Personnel Staff or the Lawton Board of Education.

- A. Amendments to this Agreement may be proposed at any time. Proposed amendments must be submitted to the Council for consideration. A proposed amendment that has been accepted by a two-thirds majority vote of the total membership of the Council shall be presented for a vote by the Support Personnel of the district. Upon approval by the Support Personnel, the proposed amendment shall be presented to the Lawton Board of Education for consideration and adoption.

RELEASE FROM CONTRACT

If by the first Monday in June each year the Board of Education has not notified a teacher in writing by registered or certified mail that he will not be employed for the ensuing fiscal year, and if no later than fifteen (15) days after the first Monday in June such teacher has not notified the board in writing by registered or certified mail that he does not desire to be reemployed in such school district for the ensuing year, such employment and continuing contract shall be binding on the teacher and on the district.

The following process applies to all resignations submitted after the statutory deadline for resignation of teachers:

1. Contracts for employment are offered to eligible personnel during the spring or summer for the ensuing school year. The contract of employment is a binding contract and may not be terminated by the employee without written district approval.
2. The employee must submit a written request to the Assistant Superintendent of Human Resources for the termination of a contract; however, the contract will not be terminated unless this is agreed to in writing and approved by the Superintendent and Board of Education. The appropriate termination form should be completed.
3. Consideration for granting the request for termination will depend upon the termination date. The employee should not request a termination date prior to completing the current semester.
4. The employee must schedule a conference with the Assistant Superintendent of Human Resources at least two weeks prior to the requested date of termination.
5. If the Superintendent and the Board of Education do not agree in writing to the termination of a contract, any resignation or other termination of this contract by the employee will result in the district's recommendation to the State Department of Education that the employee's certification be suspended for the remainder of the current term.

EMPLOYEE RESIGNATIONS AND REFERENCE REQUESTS

It is the policy of the Lawton Board of Education that any employee may submit a written or e-mailed resignation from employment with the school district. It must specify the date upon which the resignation is to be effective. The resignation can be mailed, e-mailed, or dropped off in person at the superintendent's office. Furthermore, it is the policy of the board of education that teacher resignations must be tendered no later than fifteen (15) days after the first Monday in June.

Any individual who is a school employee, contractor, or agent of the school district is prohibited from assisting a school employee, contractor, or agent in obtaining a new job, if the individual has probable cause to believe that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. This prohibition shall not apply if:

1. The information giving rise to probable cause has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and
2. The information giving rise to probable cause has been properly reported to any other authorities as required by Federal, State, or local law; and
3. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged sexual misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law; and
4. The school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
5. The case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within four (4) years of the date on which the information was reported to a law enforcement agency.

The routine transmission of administrative and personnel files is not considered assisting a school employee in obtaining a new job and will be exempt from the requirements of the procedure listed above.

**REFERENCE: 70 O.S. §6-101
20 U.S.C. § 7926**

ACCEPTANCE OF LETTERS OF RESIGNATION

Lawton Board of Education empowers the superintendent, as agent of the board, to accept on its behalf letters of resignation from any school district employee. Receipt of a letter of resignation by the superintendent constitutes acceptance of such resignation by the board of education and releases the employee and the district from any and all further contractual obligations beyond the effective date of the resignation. Any resignation received by the superintendent is irrevocable.

Upon receipt of a letter of resignation, the superintendent will give the resigning employee, either in person or by certified mail, the following statement:

I, the Superintendent of Schools, acting as the Chief Executive Officer of the Lawton Board of Education, acknowledge receipt this date of a resignation from employment signed by _____, effective the _____ day of _____, _____. My signature constitutes acceptance of this resignation by the Board of Education and releases the resigning employee and the district, upon the effective date of the resignation, from all further contractual obligations. By accepting this resignation from the employee, the employee's offer to be released from his or her contract with the board of education is accepted, and thus the resignation is irrevocable.

Superintendent

Employee

Date

PAYMENT SCHEDULE

Employees will be paid on the first (1st) day of each month with the following exceptions:

1. Employees working less than five days in their first pay period will not be paid on the next first of the month. Their first pay will be the first of the following month. (i.e. employee starts to work on October 21 - he/she will not be paid until December 1).
2. A separate payroll will be run on the 10th each month to pay part-time temporary support employees, student workers, substitutes, and any certified employees working in extra part-time programs.

If the 1st day of the month falls on a weekend or holiday, the day of payment will be on the last business day before the 1st day of the month with the exception of January 1. The January pay will be on the first business day following the 1st day of January.

Twelve Month Pay

Employees will be paid twelve (12) equal payments.

Terminating employees who complete the full contract year who select twelve equal payments will be paid off early whether for retirement reasons or general resignation.

REFERENCE: 70 O. S. § 6-106

WAGES PAID FROM THE ACTIVITY FUND

Wages paid to employees of Lawton Public Schools are considered taxable wages. This includes all wages which are currently being paid through the activity fund for services rendered to the district regardless of their nature.

Because of the need to collect income and social security tax on these wages, payment will be made through the payroll system. The account that is paying for the service will cover the employer matching FICA tax and teachers retirement (if applicable).

To pay wages to employees of Lawton Public Schools using activity fund money, the following procedure should be used:

The REQUEST FOR PAYMENT OF SERVICES DISTRICT EMPLOYEE should be completed and sent to the activity fund custodian. Employees will receive payment through the payroll department on the tenth of the month following completion of services rendered. The form should be sent to activity fund custodian by the end of the month services were completed. The activity fund custodian must have paperwork submitted to payroll department by the last working day of the month so that payment can be made on the tenth of the following month.

PERSONNEL LEAVE PROGRAM

The Lawton Board of Education recognizes that district employees must occasionally be absent from work. Therefore, leave time in different categories as required by law will be provided for employees to be absent when necessary. Leave categories will include sick leave, personal business leave, emergency leave, jury duty leave, and military leave.

It is also important for district employees to understand that the continuity of education services is best served when the regularly assigned employee is at work. Therefore, employees should use the leaves provided in a prudent and judicious manner. The abuse of leave by employees will not be tolerated and any employee abusing leave policies will be subject to disciplinary action up to and including termination of employment.

Deductions for Unpaid Authorized Absences

If a district employee believes there is a need to be absent from work for any reason not covered in the approved leave policies, the employee may request, in writing, unpaid leave for that purpose from the immediate supervisor.

If unpaid leave is granted by the immediate supervisor, an amount equal to one day's pay will be deducted from the employee's salary for each day of such approved absence.

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

Notification of Leave Accumulation

During the first two weeks of the school year, the board will advise each employee, in writing, as to the number of leave days accumulated as of July 1 of that year. After July 1, an employee may get updated information on leave accumulation from the superintendent's office at a time mutually agreed upon by the employee and the superintendent or the superintendent's designee.

FAMILY MEDICAL LEAVE

If the district employs 50 individuals, the district is required to provide eligible employees with leave under the auspices of the Family Medical Leave Act (FMLA).

In order for school district employees to qualify for FMLA leave, three conditions must be met:

1. The school district must have 50 or more employees on the payroll for 20 workweeks during the current or preceding calendar year.
2. At least 50 employees must work within 75 miles of the district's worksite for the district to be covered; and
3. The employee must have worked for the school district for at least 12 months and for at least 1,250 hours during the last year.

Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:

1. Birth, adoption, or foster placement of a child by an employee;
2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition; ~~or~~
3. For a serious health condition the employee is experiencing;
4. To care for a covered family servicemember with a serious illness or injury incurred in the line of duty on active duty; or
5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

Before an employee will be placed on unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave, and vacation time. Such sick leave, personal leave, and vacation time will be deducted from the 12 workweeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to 12 weeks if the leave is taken (1) for the birth or adoption of a child or (2) to care for a sick parent. The right to take leave for the birth or placement of a son or daughter expires 12 months after the birth or placement with the employee. Eligible employees who are family members of covered servicemembers with a serious illness or injury incurred in the line of duty on active duty will be able to take up to 26 workweeks of leave in a single 12-month period. Sick leave, personal leave, and vacation leave will be deducted from the 26 workweeks of eligibility.

If the superintendent deems it necessary or desirable, an employee may be required to provide certification from a physician of the necessity of any leave requested. The superintendent may require certification as to the date the medical condition began, the anticipated duration and prognosis, and medical facts about the medical condition and treatment.

If the superintendent deems it necessary or desirable, the superintendent may require a second opinion by a physician selected and paid for by the district. If the original opinion and the second opinion conflict, the district may require a third opinion at the district's expense. The conclusion of the third opinion will be final and binding upon the employee and the district.

FAMILY MEDICAL LEAVE (Cont.)

If family leave is granted for a continuing health condition, subsequent recertification may be required at the discretion of the superintendent.

Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide 30 days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premiums, the employee will continue to pay the same rate while on leave.

NOTE: During FMLA leave, a board has no obligation to continue to give an employee any benefits other than health insurance, and those benefits thus may be discontinued during the leave. A board may decide whether to extend continuation of coverage to life, dental, and vision insurance, but should know extensions are not required by the FMLA and there can be a substantial cost to the district in doing so. One option that is cost effective and still protects employees while they are on unpaid leave is to permit employees to retain ancillary insurances by reimbursing the district for the full cost of the premiums during the leave period. No benefits or seniority accrues during leave. The district may require documentation from the employee's physician that the employee is able to return to work. FMLA will run concurrently.

REFERENCE: 29 CFR pt. 825
PL 103-3

THIS POLICY REQUIRED BY LAW.

**SICK LEAVE
CERTIFIED PERSONNEL
(REGULATIONS)**

The board of education shall provide sick leave benefits to all certificated personnel in order to promote a sense of security and permit an ease of mind that is essential to the satisfactory performance of professional services. The board sets forth the following provisions for administering this policy:

1. The superintendent or designee shall administer this plan.
2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, or injury, illness or death in the immediate family without loss of salary not to exceed ten days during each school year. The right to such sick leave shall be vested at the beginning of the school year. Certificated employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve-month contract shall receive twelve days. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
3. If sick leave is taken for bereavement purposes, the leave for that period may extend to the date of the funeral and a reasonable time thereafter to allow for travel as long as the employee has leave available to use.
4. Unused sick leave shall be cumulative to a total of sixty days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick leave benefits. Appropriate evidence may include the following:
 - A. Physician's statement endorsed by the employee
 - B. Employee statement endorsed by the principal or immediate supervisor
 - C. Copies of claim submitted for insurance benefits
 - D. Other information as may be indicated by the circumstances
6. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the superintendent in the following situations:
 - A. Sick leave claim on days of unusual or inclement weather
 - B. Sick leave claim during the last four weeks of employment
 - C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends
 - D. Reasonable cause exists to believe that sick leave benefits are being abused
7. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount that would be paid a substitute teacher for a maximum of 20 days.

SICK LEAVE, CERTIFIED PERSONNEL, REGULATIONS (Cont.)

8. After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for whatever time may be remaining of the up to 12 work weeks of unpaid leave for employees who meet the federal definitions for leave in accordance with the Family Medical Leave Act. The 12 work weeks of leave afforded under the Family Medical Leave Act may include paid and unpaid leave in accordance with federal law.
9. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.

NOTE: The term "immediate family" has been defined as those close family members such as a spouse or children residing within the same household as the employee. Sick leave may also be taken for the life-threatening illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

REFERENCE: 70 O.S. §6-104
70 O.S. §6-147
Atty. Gen. Op. No. 84-12
Atty. Gen. Op. No. 91-632

CROSS-REFERENCE: Policy DECA, Family Leave

**SICK LEAVE
SUPPORT PERSONNEL
(REGULATIONS)**

The board of education will provide sick leave benefits to all support employees in order to promote a sense of security and permit the ease of mind essential to the satisfactory performance of services. Effective March 18, 2020, and expiring December 31, 2020, the school district shall make available 80 hours of paid sick leave for full time-employees or equivalent the of the average number of hours over two weeks for part time employees) for the following reasons:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to enumerated item 1 or 2 above.
5. The employee is caring for their son or daughter if the school or place of care of the son or daughter has been closed, or the childcare provider of the son or daughter is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretary of the Treasury and the Secretary of Labor.

In compliance with Oklahoma Statutes, Title 70, Section 6-104, the following guidelines are set forth:

1. For the purposes of this policy, support employee is defined as a full-time employee of the school 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 who is employed a minimum of 172 days and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district.
2. The superintendent of schools, or designee, shall be responsible for administering this plan.
3. A support employee may be absent from duty due to a personal accidental injury, illness, or pregnancy, or accidental injury, illness, or death in the immediate family without loss of salary. Benefits shall include paid sick leave of one day per month of employment. The one-day sick leave per month equals the number of hours the employee normally works per day. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
4. Unused sick leave shall be cumulative to a total of 60 days.
5. The sick leave granted to support employees under this policy shall be vested at the time of accrual, that is, upon the completion of the first month's employment, the employee shall have accrued one sick leave day.
6. Accumulated sick leave may be transferred to another school district where a support employee is employed the next succeeding school year in accordance with that district's policies.

7. Support personnel who are employed for the first time in this district and who were employed at another school district during the year immediately preceding their employment with this district may transfer a maximum of 60 sick leave days.

SICK LEAVE, SUPPORT PERSONNEL, REGULATIONS (Cont.)

8. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.

REFERENCE: 70 O.S. §6-101.40
70 O.S. §6-104
70 O.S. §6-147
Atty. Gen. Op. No. 84-12
Informal Atty. Gen. Op. No. 91-632
Families First Coronavirus Act, H.R. 6201

PERSONAL BUSINESS LEAVE (REGULATIONS)

The board of education shall provide for a minimum of three days for personal business leave for teachers and support personnel. Such leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends. Personal business leave is noncumulative.

Requests for personal business leave shall be made in writing and in advance when possible. If advance request is not possible, the written request shall be filed within one day after returning to work. The request shall include a signed statement that the leave was not used for personal entertainment, recreation, gainful employment, or to seek another position. The request shall be considered by the principal and superintendent who shall approve or disapprove.

The types of situations that may qualify for personal business leave are varied. The following examples serve only as guidelines:

1. Family illness other than immediate family
2. Emergency business transactions
 - A. Loan closings
 - B. Other banking matters
 - C. IRS reviews
3. Legal Matters
 - A. Meetings with an attorney for personal, spouse, or children's business
 - B. Court appearances
 - C. Settling of estates
4. Miscellaneous
 - A. Attend business convention with spouse
 - B. Military obligations
 - C. Attendance at a school activity if son or daughter is participating
 - D. Attending funerals

The following examples are types of absences that will NOT be approved for personal business leave:

1. Pleasure trips or vacations

PERSONAL BUSINESS LEAVE, REGULATIONS (Cont.)

2. Attending school activities or sporting events when son or daughter is not competing
3. Seeking other employment
4. Participating in political or social activities
5. Performing any service for compensation

REFERENCE: 70 O.S. §6-104
Atty. Gen. Op. No. 77-217 (Aug. 19, 1977)

NOTE: Referenced statute requires each school district to provide a minimum of three days for personal leave to certified and support personnel. However, "a local board of education is authorized to adopt reasonable rules, regulations and policies defining activity which shall be deemed to constitute or qualify as 'personal business' leave. In adopting such a definition, the ordinary and every day commonly understood meaning of the phrase 'personal business' should be followed." Atty. Gen. Op. No. 77-217 (Aug. 19, 1977)

**EMERGENCY LEAVE
(REGULATIONS)**

For support employees employed during the mandatory closure of public schools issued on March 16, 2020 by the State Board of Education, the board of education shall provide additional emergency leave to support employees during the COVID-19 school closure.

An emergency day will be provided to each support employee for every non-working day during the school closure, as long as the school is closed as mandated by the Governor, the State Board of Education, or the Board. A non-working day is defined as each day that a support employee is not called to work to perform essential duties during the school closure.

The Superintendent shall have the authority to determine which duties are essential and which employees are necessary to carry out those duties. Emergency leave will be granted under these terms at the discretion of the Superintendent or designee.

These days shall not be chargeable to sick leave, and be noncumulative, and will have no cash value if not utilized. The term emergency should be construed to mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention.

REFERENCE: 70 O.S. §6-104
70 O.S. §6-104.7

JURY DUTY SERVICE AND WITNESS LEAVE (REGULATIONS)

The board of education shall grant leave to employees who have been selected for jury duty or who have been subpoenaed as a witness in a criminal, civil, or juvenile proceeding. Employees shall be paid the full, current contract salary during such service. Monies necessary to pay substitute teachers shall not be deducted from the salary of a teacher performing jury duty. However, the amount received by the teacher for jury duty service shall be applied toward the expense of the substitute teacher.

It is the policy of the board that the school district will not provide teachers with paid leave for non-subpoenaed testimony as a witness in a child custody case involving a student in this district. If a teacher testifies as a witness as a result of being subpoenaed, any compensation received from the court by the teacher shall be applied toward the expense of a substitute teacher.

If a school district employee is subpoenaed to appear as a witness in a civil court proceeding, except in a proceeding in which the school district or the state is a party, the school district shall be entitled to a witness fee equal to the amount of the substitute teacher cost, not to exceed One Hundred Dollars (\$100.00) per day.

**REFERENCE: 70 O.S. §6-104
28 O.S. §84.1**

MILITARY LEAVE (REGULATIONS)

The board shall provide leave to qualified employees who are members of any component of the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard), including members of the Army and Air National Guard and the Reserve Forces and the commissioned corps of the Public Health Service, when the employee meets the requirements set forth below and the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave.

Reemployment Rights

In order to qualify for reemployment rights, the employee must be or must have been employed on a regular basis. Employees who are employed as temporary employees for a definite, nonrecurring period of time are not eligible. In order to qualify for reemployment rights, employees must be qualified as set forth in these regulations and in The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Employees must provide advance notice of military service unless military necessity prevents such notice or unless notice is otherwise impossible or unreasonable. Such oral or written notice must be provided by the employee or by an appropriate officer of the service branch. In order to qualify for reemployment, the employee cannot be absent for a period greater than five years unless the employee qualifies for an exception as set forth below. The employee must be or have been separated from the service under honorable conditions.

If the service is less than 31 days or is for the purpose of taking a fitness-for-duty examination, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service plus additional time for safe travel back to the employee's residence plus eight hours.

If the service is for a period greater than 31 days but less than 181 days, the employee must submit an application for reemployment no later than 14 days following completion of service.

If the service is for a period greater than 181 days, the employee must submit an application for reemployment no later than 90 days following completion of service.

These time limits may be extended up to two years if the employee is hospitalized or is convalescing from an injury or illness caused by the military service. The two-year extension may be further extended if reporting is impossible or unreasonable due to circumstances beyond the employee's control.

An employee with less than 91 days of service will be immediately re-employed in the position the employee would have attained had the employee not been absent if all qualifications for the position are met. If the employee is not or cannot reasonably become qualified for the advanced position, reemployment will be offered in the same position held prior to military service if qualified. If the employee is not and cannot become reasonably qualified for the same position, a position of lesser status and pay will be offered.

An employee who is absent for more than 91 days will be offered reemployment under the same conditions as above except that a different position with equivalent pay, status, and seniority may be offered.

MILITARY LEAVE, REGULATIONS (Cont.)

Refresher training or “update” training will be provided if appropriate and necessary.

If a qualified employee applies for reemployment and has a service-related disability, reasonable accommodations will be made if possible. If reasonable accommodations cannot be made, a position providing equivalent seniority, pay and status will be offered. If neither of these options is possible because of the disability, a position as nearly equivalent as possible in seniority, pay and status will be offered.

Employees who are reemployed under these regulations are entitled to participate in any benefits available to employees on nonmilitary leaves of absence but must pay any employee participation costs that other employees pay.

An employee who is reemployed under these regulations will not be considered as having a break in service for purposes of any applicable pension plan and the military service time will be considered for benefit vesting and accrual consistent with any state regulations or law.

Health Insurance Coverage

If requested, the school district will maintain health insurance coverage on the employee (and the employee's family) for the first 30 days of military service regardless of whether the employee is called to active duty for more or less than 30 days. However, the employee must pay any employee participation costs that other employees pay. If the employee is called to active duty for more than 30 days, the military medical benefit will provide coverage. If the employee wishes to maintain private insurance after the first 30 days (for up to 18 months), the employee must pay the full cost of the premium.

The employee (and the employee's family) may choose to go back on the district health plan immediately upon return to district employment. There will be no waiting period and no exclusion of pre-existing conditions, other than for VA-determined service-connected conditions.

**REFERENCE: 40 O.S. §209
70 O.S. §6-105
USERRA, 1994 as amended**

EXPENSE REIMBURSEMENT

It is the policy of the Board of Education to reimburse itemized and necessary expenses incurred by employees or members of the board on educational trips authorized by the board and itemized and necessary expenses incurred transacting school business. The superintendent is directed to prepare a regulation supporting this policy and establishing a rate schedule for board approval.

REFERENCE: 70 O.S. §5-117

THIS POLICY REQUIRED BY LAW.

**STUDENT ACTIVITIES
EXPENSE REIMBURSEMENT**

It is the policy of the Lawton Board of Education to reimburse pre-approved itemized and necessary meal and lodging expenses incurred by school district students and sponsors involved in authorized school-sponsored cocurricular activities.

Requests and arrangements for student travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented lodging and meal expenses.

Claim forms for travel expenses are available in the building administrator's office. The forms will be completed and approved in the respective building and hand-delivered to the business office for payment.

The board of education will determine if reimbursement will be made from the general funds of the school district or from the school activity funds.

REFERENCE: 70 O.S. §5117

THIS POLICY REQUIRED BY LAW.

TRAVEL AND EXPENSES

It is the policy of the Board of Education that official school travel for board members must be approved in advance by the board and travel for employees will be approved in advance by the building administrator, the executive director of elementary or secondary education or the superintendent or his designee. Requests for employee travel will originate from the appropriate administrator. Travel requests will be made as early as possible. Board members and employees will not be reimbursed for official school travel unless approved in advance.

The school will reimburse reasonable costs, subject to the availability of funds for approved and documented travel. Lodging expense will be reimbursed at actual cost for a single occupancy room.

Documented meal costs will be reimbursed when appropriate receipts are provided, however, if overnight travel is not involved and/or a meal is not provided as part of a workshop or part of a legitimate business meeting relating to school business, no reimbursement for the meal will be made.

Expenses for registration, parking, toll charges and similar expenses will be reimbursed when documented by receipt.

School vehicles may be used for official business only. Private vehicles may be used when school vehicles are not available. Authorized mileage will be paid at the IRS standard rate set for the time of travel.

Appropriate forms for leave and travel expenses are available in the building administrator's office. Forms for employees requesting approval for leave and reimbursement will be completed in the respective building and delivered to the executive director of elementary or secondary education for approval who will forward them to the superintendent or his designee for approval. Board members may obtain forms from the Superintendent.

REFERENCE: 70 O.S. §5-117

SALARY SCHEDULES

Teachers

When employed, teachers will be placed on the appropriate salary step on the teachers' salary schedule that corresponds to the number of years of experience credited by the State Department of Education.

Administrators

All administrators, when employed, will be placed on the appropriate step of the administrators' salary schedule. Upon recommendation of the superintendent and approval by the board, newly hired administrators may be placed on a salary schedule based upon individual building criteria such as enrollment, supervision of extracurricular activities, number of teachers, and length of school year contract.

Documentation

Certified employees who begin their employment prior to providing all official documentation required of their position shall be compensated at a daily rate of pay equal to that of a substitute teacher. Official documentation provided within the first 35 teaching days of employment establishing retroactive qualification for the position shall result in a salary adjustment retroactive to the first of the semester. Official documentation provided after the above dates will result in salary adjustment on the date of receipt of such documentation.

Advancement

School district employees shall advance on the salary schedule at the rate of one year for each year of creditable service after initial employment. For salary advancement purposes only, a year of creditable service must be at least 120 days.

Out-of-State Experience

Individuals who are employed by the school district from out-of-state will also follow the salary schedule.

All employee compensation shall be addressed in the employment and/or extra duty contract. Employee compensation shall be reasonable for the services rendered.

Legal Reference: **2 C.F.R. §430(a)(1).**

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Board of Education recognizes the right of its employees, as citizens, to engage in political activity. However, the board also recognizes that school property and school time, paid for by all the people of the district, should not be used for partisan political purposes (except as provided for in policies pertaining to the use of school buildings by civic and political organizations).

Prohibited activities include the posting of political circulars or petitions, collection or solicitation of campaign funds, solicitations for campaign workers, the use of students in writing or addressing campaign materials, and the distribution of campaign materials to students on school district property or during school time in any manner which would indicate that a school employee is using a position in the school to further personal partisan views on candidates for public office or questions of public policy. Teachers and other employees will not attempt to influence students concerning political party affiliations and will not praise or denigrate any particular political party.

Nothing in this policy will be interpreted as prohibiting teachers from conducting appropriate activities that encourage students to become involved in the political processes of the party of the students' choice or as independents; nor does it prohibit the use of political figures as resource persons in the classrooms.

In order for all political issues and candidates to be treated fairly and appropriately in the Lawton district during an election, the following administrative guidelines for political activity are in effect:

1. Campaign Material

A. When Prohibited; When Permitted

Political campaign material, including school board election material, may not be sent through school distribution nor may such material be posted or displayed on any property.

B. U. S. Mail

Political material delivered to a local school site by the U. S. Postal Service which is specifically addressed to staff members by name may be placed in school mail boxes.

C. Political Material on Clothing

Individual employees may not wear their political viewpoints on their person or clothing during hours of employment.

2. Political Candidates and Political Meetings

Persons seeking political office are permitted to visit staff members in district schools and offices. Such meetings shall not interfere with instructional activities in the schools. Political meetings to discuss pending election issues and candidates may be held in school buildings provided that attendance at such meetings is expressly voluntary, is not associated with official faculty meetings, and provided such meetings do not interfere with the school's instructional program.

3. Voter Influence Prohibited

Oklahoma law specifically prohibits attempts by any person to influence the vote of another by means of force or intimidation. In order to avoid any appearance of impropriety regarding this statute, official school faculty meetings

are not to be used to introduce candidates for office or to present points of view regarding political issues or candidates by school officials or staff members

EMPLOYEE GRIEVANCES

The Board of Education believes that good communication between district employees, the administrative staff, and the board is essential for the effective operation of the schools. The superintendent is directed to prepare, subject to board approval, a grievance procedure for employees as the prescribed means of resolving issues that may arise with respect to terms and conditions of employment.

GRIEVANCE REPORT**FORM A**

Step #1

FROM: _____, Name of Grievant

BUILDING AND ASSIGNMENT: _____

Date cause of grievance occurred: _____

School district policy alleged to have been violated: _____

Statement of grievant's claim (statement of facts upon which grievance is based, use additional pages if necessary):

Relief Desired: _____

Signature_____
Date

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

GRIEVANCE REPORT (Cont.)**APPEAL
FORM B**

Step #3

GRIEVANCE # _____
(assigned by grievance officer)FROM: _____
Grieving PersonTO: _____
Superintendent or District OfficerSUBJ: _____
*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

EMPLOYEE GRIEVANCES (PROCEDURE)

In accordance with the policy of the board of education, this procedure sets forth the necessary steps to follow in registering and processing a grievance with the school district.

Definitions:

A grievance is a complaint by a district employee alleging a violation or misinterpretation of any district policy or regulation directly and specifically governing that employee's terms and conditions of employment.

A grievant is any employee of this district filing a grievance.

The grievance officer is the superintendent or designee.

Terms and conditions of employment means the hours of employment; the compensation, including fringe benefits; and the district's personnel policies which affect the employee.

A day means any day in which the schools are in operation.

Immediate supervisor is the lowest-level administrator having supervisory authority over the grievant.

The following steps will be used in presenting a grievance:

- Step #1 The grievant must present the grievance in writing within fifteen (15) days of the alleged violation to the grievant's immediate supervisor. The supervisor will attempt to resolve any issue within his or her authority and area of responsibility.
- Step #2 If the grievance cannot be resolved at this level by the immediate supervisor, the grievant must present in written form within ten days (two working weeks) the grievance to the grievance officer. The superintendent may designate another administrator as the grievance officer. (Use Grievance Report Form A.)
- Step #3 The grievance officer shall investigate and respond within five days (one working week). (Use space provided on the Grievance Report Form A.)
- Step #4 If the grievance is not resolved at this level, the grievant may appeal within ten days (two working weeks) to the superintendent or his/her designated officer. (Use Appeal Form B.)
- Step #5 The superintendent, or his/her designated officer, must respond to the appeal within five days (one working week). (Use space provided on the appeal Form B.)

CIRCULATION OF PETITIONS

It is the policy of the Board of Education that school district personnel shall not circulate any petition on any topic during school hours, at school events during hours of employment, or on school grounds and in school facilities, except as otherwise provided.

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

School personnel may circulate petitions within the employee lounge during those periods when the employee is not scheduled to work as long as the activity does not interfere with the operation of the school or hinder other employees in the performance of their assigned duties.

STAFF MEMBERS AND SOCIAL NETWORKING SITES

The Superintendent and the School Principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. All contact to students should be through district computer or phone system. Teachers will not give out their phone numbers to minors without parent consent. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to the following prohibited behaviors:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
 - a. Teachers may not list current students as “friends” on networking sites.
 - b. All e-contacts with students should be through the district’s computer and telephone system.
 - c. All contacts and messages by coaches with team members shall be sent to all team members, except messages involving medical or academic privacy matters, in which case the messages will be copied to the athletic director and the school principal.
 - d. Teachers will not give out their private cell phone or home phone numbers to students without prior written approval of the district and the parent of the minor student.
 - e. Improper private contact via e-mail or phone is prohibited.
2. Inappropriateness of posting items with sexual content
3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
4. Monitoring and penalties for improper use of district computers and technology

As per state law, employees are discouraged from sharing content or comments containing the following when directed at a citizen of the State of Oklahoma:

- 1) Obscene sexual content or links to obscene sexual content;
- 2) Abusive behavior and bullying language or tone;
- 3) Conduct or encouragement of illegal activity; and
- 4) Disclosure of any information required to be maintained as confidential by law, regulation, or internal policy.

“Social networking or “social media” means interaction with external websites or services based upon participant contributions to the content. Types of social media include social and professional networks, blogs, micro blogs, video or phone sharing and social bookmarking; and

“Comment” means a response to an article or social media content submitted by a commenter.

The Superintendent or designees will periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. When inappropriate use of computers and websites is discovered, the School Principals and Superintendent will download the offensive material and promptly bring that misconduct to the attention of the school district’s legal counsel for review.

Employees who engage in any of the above-referenced prohibited behaviors are subject to the possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

STAFF MEMBERS AND SOCIAL NETWORKING SITES (Cont.)

REFERENCE: 74 O.S. § 840-8.1

***A copy of this policy shall be distributed to each affected employee by email.**

STAFF SAFETY ASSAULTS

All cases of assault suffered by a teacher in connection with his/her employment shall be reported in writing by the teacher to the principal, who shall transmit the report to the superintendent. The superintendent shall acknowledge receipt of such report to the principal and the teacher. A copy of the report may be sent to the Classroom Teachers Association.

In any case of assault upon a teacher or a complaint or suit by third parties as a result of actions taken by the teacher while performing his/her duties, the board will render assistance to the teacher in connection with the handling of the incident by law enforcement or judicial authorities. This assistance shall be limited to the assistance necessary in the filing of charges in connection with the incident. If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the board to furnish legal counsel to defend him/her in such proceedings. A decision to furnish or not furnish such legal counsel shall be determined by the board of education and shall be based on the circumstances surrounding each case. The board shall determine any limits for time loss due to legal proceedings.

If an assault on a teacher, occurring from the performance of his/her teaching duties, results in loss of time, the teacher shall be paid in full for such time and said absence shall in no event be deducted from any sick leave to which such teacher is entitled.

A student who has been suspended for a violent offense that is directed towards a classroom teacher shall not be allowed to return to that teacher's classroom without the approval of that teacher.

**REFERENCE: 21 O.S. §650.7
51 O.S. §151, et seq.
70 O.S. 24-101.3**

HYGIENE AND SANITATION (BLOODBORNE PATHOGENS)

The Lawton Board of Education recognizes that body fluids of any person may contain infectious or contagious bacteria or viruses, and that such bacteria or viruses may be spread from one person to another by accidental or careless handling of body fluids during sanitation or custodial work or the administration of emergency first aid.

The superintendent is directed to prepare regulations establishing proper procedures for handling body fluids during normal housekeeping. Such procedures shall include methods for the handling and disposal of body fluids in school buildings and on school equipment and material. The district will make personal protective equipment available to employees for use in handling and disposing of body fluids.

The superintendent will also direct the identification of employees who could be reasonably anticipated as the result of their job duties to face contact with blood or other potentially infectious materials. Any employees so identified will be offered Hepatitis B vaccinations at district cost. Such vaccinations will be provided at a reasonable time and place, under the supervision of a licensed physician or health care professional and according to the latest recommendations of the U.S. Public Health Service.

School district employees who have had an exposure incident to body fluids will participate in a follow-up confidential medical evaluation documenting the circumstances of exposure, identifying and testing the source individual if feasible, testing the exposed employee's blood if the employee consents, post-exposure prophylaxis, counseling and evaluation of reported illnesses. Health care professionals must be provided specified information to facilitate the evaluation and their written opinion on the need for Hepatitis B vaccination following exposure. Information such as the employee's ability to receive the Hepatitis B vaccine must be supplied to the employer. All diagnoses must remain confidential.

**REFERENCE: 63 O.S. §1-502, et seq.
29 CFR Part 1910.1030, OSHA**

HYGIENE AND SANITATION (BLOODBORNE PATHOGENS) (REGULATION)

In accordance with the policy of the board of education, the following regulation and attached procedures contains guidelines for cleaning and disposal of body fluids. For the purpose of this regulation, the term "body fluids" shall include reference to blood, semen, feces, urine, vomit, drainage from scrapes and cuts, and respiratory secretions.

1. Wear gloves. All personnel will wear disposable gloves during the cleanup and disposal of any of the body fluids listed above. When in doubt about material, assume it to be a body fluid. After each use, gloves should be destroyed or disposed of. Under no circumstances should gloves be recycled or used for more than one incident.
2. If gloves are not available and contact with body fluids or open wounds is necessary, hands should be carefully washed as follows:
 - A. Use liquid soap and water with vigorous washing under running water for at least 10 seconds;
 - B. Dry hands thoroughly with a paper towel. Use the paper towel to turn off the facet and discard the towel in a proper container.
 - C. Use hand lotion if desired. CAUTION: Dry, cracked hands provide openings in the skin for bacteria to enter.
3. A 1 to 10 solution of household bleach and water may be stored in proper containers in areas where soap and water are not readily available. Such containers should be clearly marked as to the contents. The solution may be used in cleaning body fluid spillage and hands (if soap and water are not available) following cleanup.
4. Materials used in the cleanup of body fluids or suspected body fluids will be sealed in a plastic bag and discarded in appropriate trash containers. Soiled clothing articles, including sanitary napkins will be sealed in plastic bags and discarded. Other non-disposable cleaning items such as mops, towels, buckets, and other items will be thoroughly rinsed in the bleach and water solution and carefully washed in hot, soapy water.
5. Personnel will use the same procedures for washing non-disposable cleaning equipment as for handling body fluids and soiled clothing or other personal apparel.
6. Sanitary absorbents may be used to clean spilled body fluids. The absorbent should be swept up or vacuumed. Carpets should also be shampooed with a germicidal rug shampoo. Sweepings or used vacuumed bags should be sealed in a plastic bag for disposal. Brooms, dustpans, and vacuum brushes should be washed in a solution of 1 part bleach to 10 parts water.
7. Any liquid disinfectant used in cleaning floors, equipment, or materials should be discarded in a suitable and appropriate sewage drain.
8. Clothing, towels, and similar cleaning equipment should be washed in hot soapy water with one-half to one cup of bleach added to the wash water.

**HYGIENE AND SANITATION, BLOODBORNE PATHOGENS,
REGULATION (Cont.)**

9. Custodians and sanitation personnel should wear latex disposable gloves during any cleaning operation where the possibility of encountering body fluid exists whether or not the fluid is touched.
10. Careful handwashing is the single most effective method of preventing the spread of contagious diseases. Hands should be washed in hot soapy water before and after any cleanup operation.
11. A copy of the Routine Procedures for Sanitation and Hygiene When Handling Body Fluids will be provided to each employee and must be followed when appropriate and necessary. (See DIAF-P.)

DRESS AND PERSONAL GROOMING TEACHERS

Recognizing the many different dress and grooming tastes among its professional staff, it is the policy of the Board of Education that principals will dress in the appropriate fashion to maintain the professional image and encourage all school personnel to dress appropriately to reflect pride and professionalism.

The board also feels that the faculty members are professional people and their dress should be a compliment to the profession and a positive example for the students and the community.

All teachers shall dress appropriately considering the accepted custom and style of the community and the educational profession. Teachers shall refrain from any style of dress, hairstyling, or personal grooming that might subject the faculty or school to undue criticism. Immodest or suggestive clothing styles or designs, T-shirts, exposed midriff, low-cut or see-through blouses, etc., are not acceptable.

No cutoffs of any kind shall be worn inside the school building. The coaching staff, when coaching in the areas of their assignment, may wear cutoffs.

Teachers are not allowed to wear jeans during the school day. Exceptions may be made for certain field trips and excursions.

The administration shall be held responsible for interpreting and implementing these regulations.

PROFESSIONAL GROWTH AND DEVELOPMENT

It is the policy of the Board of Education that teachers and other employees shall continue their professional growth through seminar and workshop attendance and membership in professional organizations. The board believes that it has a responsibility to provide opportunities for the continual growth of its professional staff. Such opportunities may include, within budgetary limitation, special in-service training courses and workshops as recommended by a professional development committee and/or the board. Staff members are encouraged to seek additional and higher degrees, to obtain further certification, and to become more proficient not only in their subject area, but also in their ability to handle discipline, to motivate students, and to cope with both personal and job-related stress.

A focused and individualized program of professional development shall be created for each teacher and administrator that is consistent with the qualitative component of the TLE. Annual professional growth goals shall be developed for each certified employee in collaboration with the certified employee's evaluator. The goals shall be tailored to address a specific area or criteria identified through the qualitative component of the TLE. The certified employee will actively engage with learning practices that are evidence-based, researched practices that are correlated with increased student achievement, and the professional development will be supported by resources that are easily available and supplied by the school district and the State Department of Education. The superintendent or designee shall monitor compliance with each individualized program of professional development.

The professional development committee shall be composed of classroom teachers, administrators, school counselors or licensed mental health providers, and parents, guardians, or custodians of children in the district. A majority of the committee shall be composed of classroom teachers who will be selected by a designated administrator of the district from a list provided by the teachers in the school district. The members selected shall be subject to the approval of a majority vote of the teachers in the district. The administrators shall be selected by the board from a list provided by the superintendent. Parents shall be selected by the board from a list provided by the administration and the professional development committee.

When classes are dismissed for that purpose, teachers are expected to attend professional meetings or forfeit one day's pay for each day of the meeting unattended unless an emergency exists.

The board may authorize the attendance of teachers at educational conferences and may reimburse travel and lodging expenses. Authorization to attend shall be obtained from the board prior to the activity date. Written requests shall be submitted to the superintendent who will forward the request to the board.

REFERENCE: 70 O.S. §3-104.2
70 O.S. § 101.10
70 O.S. §6-192, et seq.
70 O.S. §6-194
70 O.S. §6-204.2

PROFESSIONAL GROWTH AND DEVELOPMENT (REGULATION)

In accordance with the policy of the board of education, the following regulation shall govern professional development.

Professional Development of Certified and Licensed Personnel

1. Membership in Professional Organizations

The board of education feels genuine professional growth can be obtained by membership in the various professional organizations, but that membership should be on a voluntary basis and not compulsory.

2. Attendance at Required Meetings (all certified and licensed personnel)

Certified and licensed persons are expected to attend all curriculum meetings planned by the professional development committee.

3. In-service Training

A. A minimum of 75 professional development points shall be earned within a five-year period by each certified and licensed individual in order to maintain employment in this district. One point shall be equivalent to one clock hour.

B. A minimum of 15 professional development points shall be earned annually by each certified and licensed individual in order to maintain employment in this district.

C. 12 professional development points must be earned from the 3 professional days in August. Any exceptions must be submitted and approved by the professional development committee.

D. At least once a year a program shall be offered on recognition and reporting of child abuse and neglect which all teachers will be required to complete. For those teachers who are unable to complete the program on the day offered, other arrangements will be made.

4. National Board Certification

Teachers who have submitted an application for National Board Certification may utilize two (2) of their five (5) professional days for certification portfolio development.

Approved Professional Development Opportunities

1. Such workshops as shall be provided by the local professional development committee in response to analysis of needs assessments administered annually to all certified and licensed personnel.
2. Credit may be earned through the following alternatives:

- A. Professional Meetings (Sanctioned by State Department of Education or professional organizations where professional development points are awarded.)

PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)

1. State and Zone O.E.A. Workshops and C.C.O.S.A. Meetings
2. Summer and Saturday Workshops
3. Coaches Clinics (for Summer Coaching Clinic in the absence of signed vouchers - 10 professional development points allowed with local voucher to be signed by superintendent)
4. Vocational Workshops
5. Teacher Visitation
6. Etc.

B. Professional Committees

1. Textbook Committee
2. Professional Development Committee
3. Local certified personnel conducting workshops
4. Local Teacher Association President (5 points/year)
5. Curriculum Review Planning Committee
6. Curriculum Review Chairpersons (1 point/year)

C. College Courses and Credits (One semester hour of approved college credit shall equal 15 professional development points.)

D. Additional kinds of experiences may be recommended as alternative activities to the professional development committee to be approved by the board of education.

E. For each clock hour of participation in alternate activities, one professional development point will be awarded.

Record Keeping

1. Vouchers for workshops and individual records of professional development points will be kept by the Professional Development Representative in each building.
2. Turning in vouchers, evaluations, and signing the record of points is the responsibility of each individual.
3. Vouchers and evaluations must be turned in to the building representative no later than one week after a workshop. These points will be lost if this is not done during this time period.
4. An evaluation is to be filled out for every local workshop and returned to the building representative.
5. Lost vouchers result in points not being counted. Replacement vouchers will not be available.
6. A comparison check of each certified and licensed person's points will be made once each semester by the building representative and the representative from the central office.
7. Any questions concerning professional development should be directed to the building representative.

PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)

8. College credit earned during the summer must be turned in to the building representative no later than the end of the first full week beginning each school year. (A copy of the transcript or grades is needed to show the number of hours earned.)

Evaluation

1. Individual records of professional development points will be maintained as required by state statutes.
2. Cooperation of all certified and licensed personnel will be necessary to maintain an accurate professional development record for each person.
3. Failure to fulfill professional development training requirements result in action by the board of education according to state statutes.

Guidelines for Membership on Professional Development Committee

1. Classroom teacher and principal replacement members for the professional development committee will be elected for a two-year term. Terms for regular and alternate members will coincide.
2. The chairperson and co-chairperson will be chosen at the end of each school term to begin serving the following school year. The chairperson should be a professional development member with one year of experience on the committee.

TEACHER EVALUATION

The Board of Education believes that personnel evaluation is a mutual endeavor among all staff members and the board to improve the quality of the overall educational program. The improvement of the district's educational efforts must be a joint responsibility of the school district and the individual educator.

All certified staff members shall be evaluated using an evaluation system that has been approved by the Oklahoma State Board of Education. The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

Probationary teachers shall receive formative feedback from the evaluation process at least twice each year. Formative feedback shall occur during the fall semester, and at least once during the spring semester, each year. Career teachers shall be evaluated at least once each year except for career teachers receiving a district evaluation rating of "superior" or "highly effective" rating under the TLE, who may be evaluated once every three (3) years. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified and qualified administrative person.

The evaluation rating of teachers and administrators shall be based on the qualitative component of the TLE. A school district with an average daily attendance of more than thirty-five thousand (35,000) may incorporate at its own expense prior to the 2015-2016 school year the quantitative components of the TLE into its evaluation system of teachers and administrators as defined by the school district's written policy. The district may continue to use, at its own expense, quantitative measures of teachers and leaders as a part of the district evaluation rating. Such measures shall include a minimum of one reliable, researched-based measure as approved by the State Board of Education.

For evaluations of teachers and administrators conducted during the 2017-2018 school year, and each school year thereafter, school districts shall incorporate and put into operation the qualitative component of the TLE and shall provide all teachers and administrators with a district evaluation rating based upon the components of the TLE. For the 2017-2018 school year school districts shall incorporate the individualized programs of professional development set forth at 70 O.S. § 6-101.10 (B) on a pilot program basis.

For evaluations of teachers and administrators conducted during the 2018-2019 school year, and each school year thereafter, school districts shall fully incorporate and put into operation the individualized programs of professional development as set forth at 70 O.S. § 6-101.10 (B).

The evaluation shall be reviewed by the staff member and the evaluator. Either or both may attach written and signed comments to the evaluation instrument within two weeks of the evaluation, provided that no additional statements or comments shall be attached without the teacher's knowledge. The teacher's signature on the evaluation instrument shall serve only to reflect the teacher's acknowledgment that an evaluation was conducted. A copy of the completed evaluation instrument will be provided to the teacher.

Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be made available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which the evaluated person applies for employment, and such other persons given consent by the teacher in writing.

If the evaluation discloses any area(s) in which improvement can be reasonably expected and desired, the principal shall discuss such area(s) with the teacher and offer suggestions and recommendations as to how improvement may be achieved. Such recommendations shall be recorded on the evaluation instrument.

TEACHER EVALUATION (Cont.)

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the career teacher's dismissal or nonreemployment, the administrator will admonish the teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

If the career teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent for the dismissal or nonreemployment of the teacher. A probationary teacher will receive a plan of improvement if inadequate teaching performance exists.

The board shall review this evaluation policy on an annual basis following consultation or involvement by representatives selected by the teachers in this district.

REFERENCE: 70 O.S. §6-101.10, et seq.

THIS POLICY REQUIRED BY LAW.

TEACHER EVALUATION (Cont.)

ANNUAL REVIEWDate of ReviewSignature

EVALUATION OF ADMINISTRATIVE PERSONNEL

Except for the superintendent of schools, who shall be evaluated by the board of education, all certified and non-certified administrators shall be evaluated at least annually by the certified administrative personnel designated by the superintendent. All evaluations shall be made in writing utilizing a system for evaluation approved by the State Board of Education. An individualized program of professional development shall be created for all administrators.

Evaluation documents and responses thereto are to be maintained in a personnel file for each administrator. The same evaluation form shall be used for both certified and non-certified administrators. The evaluator may omit any criterion or indicator on the evaluation form that is not applicable to the administrative position being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy.

All certified and non-certified administrators shall be evaluated and the evaluation form completed no later than May 31 for employees working less than twelve (12) months and June 20 for twelve (12) month employees of each school year.

The board of education shall evaluate and complete the evaluation form on the superintendent of schools prior to the board taking any action to renew or not renew the superintendent's contract.

THIS POLICY REQUIRED BY LAW.

**PERSONNEL FILES
CERTIFIED STAFF**

A file of personnel records shall be maintained in the superintendent's office for each certificated employee of the Lawton Public Schools. A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration as specified by state and federal laws.

Confidentiality

Personnel information concerning district employees is generally confidential and may be reviewed only on a "need to know" basis under conditions which guarantee management's right of access to information necessary to make judgments and the protection of the employees of the district against unnecessary invasion of privacy. Some personnel information is "public record" and must be released to any person upon request.

Files containing medical information regarding an employee will be kept separate from other personnel files.

Types of Information

It shall be the responsibility of each certificated employee to see that there is filed with the district any record of prior teaching experience. In addition, if the teacher has rendered military service, the proof of discharge from the service must be furnished. It is the obligation of the certificated employee to see that information that will maintain the employee's personnel file on a complete and up-to-date basis is sent to the superintendent's office. The records shall contain the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials;
6. Any current data requested concerning the health of the employee, or medical examinations that the employee may have undergone;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;
10. Other materials mutually agreed upon between the principal and the teacher.

PERSONNEL FILES, CERTIFIED STAFF (Cont.)Use of Personnel Records

All the contents of the personnel records file shall be available for inspection by the employee concerned. The district reserves the right to have a member of the superintendent's office staff present at the time the employee inspects his or her personnel file for the purpose of explaining and interpreting the information therein. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The teacher shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

Parental Notice

If the school district receives Title I funds, the district is required to provide parents with notice that they may request information about the professional qualifications of classroom teachers. The notice to parents must include the following:

1. Whether the teacher has met state qualifications for the grade levels and subject areas taught.
2. Whether the teacher is teaching under emergency or other provisional status.
3. The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area(s) of the certification or degree.
4. Whether the child is provided services by paraprofessionals, and, if so, their qualifications.

If a parent requests the above-listed information, the district is required to provide the information in a timely manner. If the district has hired a teacher who is not highly qualified and the teacher has taught a child for four or more weeks, the district is required to provide the parents notice that their child has been taught by a teacher who is not highly qualified.

**REFERENCE: 51 O.S. §24A.7.
70 O.S. §6-101.11
The Americans With Disabilities Act**

***THIS POLICY REQUIRED BY
FEDERAL LAW.***

**PERSONNEL FILES
SUPPORT EMPLOYEES**

At the time of initial employment, each support employee shall file with the district prior to the first day of employment a complete employment history and a complete record of education. The employee shall also sign a statement indicating receipt of a written job description and the following school policies or a staff handbook containing these policies:

Drug-free Workplace
Fair Labor Standards Act and Compliance Procedures
Nondiscrimination
Sexual Harassment
Support Personnel Suspension, Demotion, or Termination

For the benefit and use of the school district and of the employee, the district will maintain a complete, up-to-date personnel file in the superintendent's office. The file record shall include the following information:

1. Full legal name, date of birth (if under 19 years of age), sex, address, telephone number, and date of employment
2. Social Security Number
3. Data on education, including all institutes completed
4. Add data requested concerning health and/or medical examinations
5. Record of assignments
6. Evaluations of performance
7. Signed statement indicating receipt of a written job description and staff handbook/policies
8. Emergency Contact Information

Additionally, all personnel files for support employees shall include the following:

1. Employee's occupation
2. Time and day of week when the employee's workweek begins
3. Hours worked each day
4. Total hours worked each workweek
5. Basis on which the employee's wages are paid (e.g., "\$6 an hour", "\$220 per week", "piecework")
6. Regular hourly pay rate

7. Total daily or weekly straight-time earnings

PERSONNEL FILES, SUPPORT EMPLOYEES (Cont.)

8. Total overtime earnings for the workweek
9. All additions to or deductions from the employee's wages
10. Total wages paid each pay period
11. Date of payment and the pay period covered by the payment.

Every employee shall be allowed to inspect his or her personnel file at any reasonable time in the presence of a staff member of the superintendent's office.

References regarding an employee received prior to employment with the district shall not be made available to the employee for inspection.

REFERENCE: 51 O.S. §24A.7.

TERMINATION OF EMPLOYMENT TEACHERS

It is the policy of the Board of Education that professional employees, who for any reason intend to resign or who intend to retire, are encouraged to indicate their plans in writing to the board as early in the school year as plans may become firm and the decision to leave the district is made. Resignations become effective immediately upon receipt by the superintendent. Resignations to become effective earlier than at the end of the school year require a release by the board and must be considered on an individual basis. Resignations for the subsequent school year likewise require a release by the board and will be considered on an individual basis.

Career teachers will be subject to dismissal at any time - or will not be eligible for reemployment - for:

1. Willful neglect of duty,
2. Repeated negligence in the performance of duty,
3. Mental or physical abuse to a child,
4. Incompetency,
5. Instructional ineffectiveness,
6. Unsatisfactory teaching performance,
7. Commission of an act of moral turpitude,
8. Abandonment of contract,
9. Conviction of a felony,
10. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
11. Failure to earn required staff development points.

Probationary teachers may be terminated for cause or nonrenewed by the board at its discretion subject to any statutory due process requirements in effect at the time such teacher is recommended for dismissal or nonrenewal.

Procedures for dismissal of certified employees are governed by state law and all actions of the school district and the board are clearly identified in the statutes. However, nothing in this policy shall be construed to prevent layoffs due to lack of funds or work. No action regarding dismissal or nonrenewal of an employee shall be taken until the employee has received due process (see DO-R).

The board of education may vote to offer employment or to not offer employment for the subsequent school year in advance of the statutory deadline. Until a written contract is executed or until the statutory deadline passes, the board may vote to not reemploy a certified employee.

TERMINATION OF EMPLOYMENT, TEACHERS (Cont.)

The superintendent is directed to prepare procedures for the termination of career and probationary teachers in support of this policy.

REFERENCE: 70 O.S. §6-101, §6-101.20, et seq.
70 O.S. §18-123

SUPPORT PERSONNEL SUSPENSION, DEMOTION, NONRENEWAL, OR TERMINATION

The Board of Education has adopted the following procedure for the suspension, demotion, or termination of support personnel in accordance with Title 70 of Oklahoma Statutes, Sections 6-101.40 through 6-101.47.

For the purpose of this policy, "support employee" means a full-time employee 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 who is employed a minimum of one hundred seventy-two days (172) and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district. Those support employees who work less than one hundred seventy-two days (172) are not entitled to due process and shall be employed on an at-will basis.

No support employee who has been employed in the school district for more than one year may be suspended, discharged, or nonrenewed except within the provisions of this policy. However, this policy shall not be construed to prevent layoffs or reductions-in-force for lack of funds or work.

When the immediate suspension of a support employee is in the best interest of the school, the superintendent may suspend the employee with or without pay without a hearing. If an employee is suspended for a period exceeding 10 days, the superintendent shall initiate termination proceedings immediately upon the beginning of suspension. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee for termination of employment during or after the suspension.

Prior to demotion, termination, or nonrenewal and after any suspension, the support employee shall receive notice of his or her right to a board hearing if so requested. Employees will be notified by certified mail of a superintendent's recommendation to demote or terminate employment, and the support employee must request a hearing by certified mail to the board clerk within 10 working days of said notice, or the employee shall be deemed to have waived his or her right to a hearing.

If a hearing is requested, the hearing shall be conducted at the next succeeding regular meeting of the board if the request is received by the board clerk at least 10 days prior to such meeting. However, a special meeting may be conducted if requested by the employee or at the discretion of the board of education. Such special meeting shall be conducted no sooner than 10 days, nor later than 30 days, after receipt of the hearing request. The decision of the board shall be final.

The procedures of this policy only protect employees who have been employed more than one year immediately preceding adverse employment action and are suspended or discharged during a contractual period of employment or are nonrenewed.

In accordance with Title 70 of the Oklahoma Statutes, Sections 6-101.40 through 6-101.47, the board hereby adopts the following causes for suspension, demotion, termination, or nonrenewal of support personnel:

1. Leaving workstation without authorization prior to lunch periods or end of workday.
2. Excessive unexcused absenteeism.
3. Chronic absenteeism for any reason.

**SUPPORT PERSONNEL, SUSPENSION, DEMOTION, NONRENEWAL OR
TERMINATION (Cont.)**

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

24. Operating machines or equipment without safety devices provided.

SUPPORT PERSONNEL, SUSPENSION, DEMOTION OR TERMINATION (Cont.)

25. Participating in or witnessing gambling, lottery, or any other game of chance on district property.
26. Unauthorized distribution of literature, written, or printed matter of any description on district property.
27. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
28. Poor workmanship.
29. Immoral conduct or indecency including abusive and/or foul language.
30. Making or receiving personal telephone calls or texting, posting to Facebook, or use of other social media during working hours.
31. Walking off the job.
32. Continued poor or negative attitude while on the job, including poor relationship with other staff or students.
33. Smoking in unauthorized area or at unauthorized time.
34. Failure to dress appropriately for work assignment.
35. Refusal of job transfer within the district when transfer does not result in demotion.
36. Abuse of rest periods or meal period policies.
37. Inappropriate and/or unauthorized use of the school district's computer network or Internet connections.
38. Insubordination of any kind.
39. Racial discrimination, including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another employee, a student or a visitor.
40. Violation of any district rule or policy.
41. Violation of any administrative rule or order.
42. If it is in the best interest of the school district, any support person may be suspended, demoted, or terminated.

Violations of any of the above may lead to the suspension, demotion, or termination of the support employee.

REFERENCE: 70 O.S. §6-101.40, et seq.

THIS POLICY REQUIRED BY LAW.

REDUCTION-IN-FORCE CERTIFIED PERSONNEL

It is the policy of the Lawton 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 may be based on any of the following conditions:

Decrease in revenue,
Decrease in student enrollment,
Changes in educational programs or curriculum,
Cancellation of programs, or
Any other circumstances determined by the board.

Definitions

Career teacher means a teacher who:

- a. is employed by a school district prior to the 2017-2018 school year and 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
- b. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract during the 2017-2018 school year and thereafter.

(1) 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 district evaluation rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. § 6-101.16 of this act for at least two (2) of the three (3) school years,

(2) 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 district evaluation 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

(3) 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 of subparagraph "a" or "b" of this paragraph, 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:

- a. for teachers employed by a school district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or
- b. for teachers employed for the first time by a school district under a written teaching contract during the 2017-2018 school year and thereafter.

REDUCTION-IN-FORCE, CERTIFIED PERSONNEL (Cont.)

In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. 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 order of termination will be as follows:
 - A. A probationary teacher in an eliminated position will be terminated first
 - B. 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, provided the position is occupied by a probationary teacher.
 - C. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have such a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.
 - D. If there is more than one career teacher assigned to the position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
 1. Certification in a retained teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher.
 2. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
 3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - a. Years of teaching experience in the retained position in the local school district.
 - b. Academic degree status:

A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.
 - E. If there is more than one probationary teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

Any person terminated under the provisions of this policy who wishes to be considered for future vacancies must make formal application for a teaching position and must notify the superintendent by certified mail, restricted delivery, within ten (10) days following final board action on the termination, of the teacher's desire to remain an active applicant for a teaching position.

REDUCTION-IN-FORCE SUPPORT PERSONNEL

The Lawton Board of Education believes that every reasonable effort should be made to avoid a reduction in force at any level. However, if it should become necessary to reduce the number of full-time support employees due to lack of funds or lack of work in a particular area, the position or program will be the determining factor and not the individuals who occupy the position or serve the program.

An employee is considered to be a full-time employee if the number of hours worked is the number of hours customarily worked in that position and if that position is designated as a full-time position by the board.

A reduction in force may occur for lack of funds, lack of work because of a decline in enrollment, consolidation of programs or positions, elimination of positions, or other circumstances as determined by the board.

If termination of employment should become necessary, notices of such terminations will be made as set forth in the policy governing suspension, demotion, or termination of support employees found elsewhere in this manual.

Any necessary terminations shall begin by dismissing temporary, seasonal, or part-time employees within the job category affected. These employees shall be terminated at the discretion of the board or the board's designee. Job categories are listed alphabetically as follows:

- a. Assistants for handicapped students
- b. Bus drivers
- c. Classroom assistants
- d. Food service
- e. Maintenance/custodial
- f. Media/library assistants
- g. Office personnel/assistants

If normal attrition and the release of temporary and part-time employees do not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order listed:

1. Job qualification by training and years of experience
2. In the event that two or more employees in the affected category are equal in the above factor, termination shall be made on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the board and shall not be subject to the prescribed seniority order for reductions in force. Personnel whose positions are eliminated in one category may be considered for a position in another category.

Seniority shall be defined as the total length of service as a support employee within this district. Employees who are terminated and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of termination.

Demotions in position shall follow the same procedure as terminations.

An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of termination shall be returned to a higher position or a position with more hours as vacancies become available, if the employee chooses to return.

TEACHER TERMINATION PROCEDURES

In accordance with the policy of the board of education, the following procedures shall be followed in terminating the employment of career and probationary teachers.

Whenever the superintendent recommends to the board of education that a teacher employed within this school district be dismissed or not reemployed, the superintendent's written recommendation shall set forth the basis for the recommendation. The recommendation shall include the specific statutory grounds on which a career teacher should be dismissed or not reemployed, or the cause for which a probationary teacher should be dismissed or not reemployed, and shall include the underlying facts supporting the recommendation.

Whenever the board of education receives a recommendation for the dismissal or nonreemployment of a teacher, the board or individual designated by the board shall mail, or cause to be mailed, a copy of the recommendation to the teacher, by personal delivery to the teacher with a signed acknowledgement of receipt, or serve the recommendation and notice of hearing by process server. If mailed, such mailing will be by certified mail, restricted delivery, return receipt requested. The notice must specify the statutory grounds - for career teachers - or the cause - for probationary teachers - upon which the recommendation is based and shall include the teacher's right to a hearing before the board and the date, time, and place set by the board for hearing. Such hearing shall be held within the school district no sooner than twenty days nor later than sixty days following the teacher's receipt of notice. The board delegates the superintendent, as its agent, to set a time, date, and place for the hearing after consultation with the board president.

Hearing procedures for teachers shall be as follows:

1. The parties to the hearing are the teacher and the superintendent or designee, and they shall be afforded the following rights at any hearing held pursuant to these regulations:
 - A. The right to be represented.
 - B. The right to present witnesses in person or to present their testimony by interrogatories, affidavits, or depositions if agreed to by the parties. A list of all witnesses and exhibits shall be furnished to the other party at least five (5) days before the hearing.
 - C. The right to cross-examine witnesses.
 - D. The right to testify in his/her own behalf and present evidence and argument on all issues involved.
 - E. The right to have an orderly hearing.
 - F. The right to have an impartial decision based upon the evidence presented.
2. The board president or, in case of absence, a designee, shall be the presiding officer at the hearing.
3. The hearing shall be convened by the board president who shall state the purpose of the hearing, introduce the parties, and administer the oath to all persons who will testify.

TEACHER TERMINATION PROCEDURES (Cont.)

4. Upon the request of either party, the presiding officer may exclude from the hearing room the witnesses not at the time under examination, except that a party to the proceeding and his/her representative shall not be excluded.
5. At the hearing, the burden of proof shall be on the superintendent and the standard of proof shall be by a preponderance of the evidence.
6. The local board of education shall maintain such a record (including a tape or other electronic or digital recording of the hearing and any documents or evidence presented to the board) for two (2) years from the date of the hearing.
7. Informal disposition of any recommendation for dismissal or nonrenewal may be made by written stipulation, agreed settlement, consent order, or default.
8. The order of the procedures shall be:
 - A. Opening statement by the superintendent.
 - B. Opening statement by the teacher.
 - C. Presentation of the superintendent's evidence, followed by cross-examination of witnesses by the teacher.
 - D. Questions by the board members.
 - E. Presentation of the teacher's evidence, followed by cross-examination of witnesses by the superintendent.
 - F. Questions by the board members.
 - G. Presentation of rebuttal and surrebuttal evidence as necessary.
 - H. Closing argument by the superintendent.
 - I. Closing argument by the teacher.
 - J. Deliberation by the board members.
 - K. Vote by the board to accept or reject the superintendent's recommendation and recitation of findings of fact upon which the decision is based.
9. Presentation and consideration of evidence shall abide by the following:
 - A. Only evidence that reasonably relates to the issues before the board, as reflected in the notice to the teacher, should be deemed relevant.

TEACHER TERMINATION PROCEDURES (Cont.)

- B. Strict rules of evidence as required by a court of law shall not apply in these hearings.
- C. Rulings on admissibility of evidence will be made by the presiding officer.
- D. Documentary evidence may be received in the form of copies or excerpts.
- E. Documentary evidence presented to the board shall be marked with a distinguishing number or letter such as Teacher's Exhibit #1 or Superintendent's Exhibit #1.
- F. While hearings are open to the public, no questions or statements will be allowed by members of the public attending the hearing except through the parties or their council.

The board of education may convene into executive session to deliberate findings of fact. After due consideration of the evidence and testimony presented at the hearing, the board of education shall vote in open meeting whether or not to dismiss or nonreemploy the teacher. The board's decision shall include a recitation of the basic or underlying facts relied upon by the board in reaching its decision. The teacher shall be notified in writing of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process as authorized by law within ten (10) business days of the hearing. The decision of the board regarding a teacher shall be final and nonappealable.

The board of education must forward hearing information concerning teachers to the State Board of Education on a prescribed form available from the administrative office.

DIRECTOR OF FEDERAL PROGRAMS

When the Lawton school systems does not employ a federal programs director, the superintendent shall assume the responsibility for these duties. The superintendent has the authority to delegate this responsibility to a qualified administrative assistant.

The superintendent or administrative assistant will report semi-annually to the school board on all federal programs and keep the administration advised of pending charges in the various programs.

Administrative Responsibility

1. Complete applications for existing programs.
2. Complete applications for programs not in existence.
3. Disseminate information to the public.
4. Complete final reports. This includes maintaining time distribution and management records for those employees who are paid with federal funds.
5. Order and mark supplies and materials with date of purchase for Title I, ESEA; Title IVB Library Equipment, Guidance, Counseling, and Testing; Johnson O'Malley; and Title IVC, Innovative and Support Programs.
6. Develop goals and guidelines for the school system to comply with HEW Title IX regulations.
7. Select parent committee to serve on individual federal programs.
8. Organize meetings and keep all interested parties informed and serve as chairperson for all groups.

Special Education - P.L. 89-313 ESEA Handicapped, VI-B Handicapped

1. Homebound program;
2. Title programs that apply to special education;
3. Special education - out of district transportation reporting;
4. Special education report on class membership;
5. Special education claims for other districts' students.

SCHOOL HOURS

The school year shall consist of not less than one thousand eighty (1,080) hours of classroom instruction. Not more than thirty (30) of these hours shall be used for professional meetings. In addition, parent-teacher conferences may be held during the school day and counted as classroom instruction for no more than six (6) hours per semester, for a total of twelve (12) hours per school year.

Notification of this policy shall be provided to the State Board of Education prior to October 15 of the applicable school year.

REFERENCE: 70 O.S. §1-109

SCHOOL DISTRICT SCREENING PROTOCOL

In an effort to prevent the spread of communicable diseases, especially during a pandemic or public health crisis, the district may implement the following protocol to control and restrict access to school property, activities and events:

The district encourages parents, legal guardians, and all school employees to self-screen at home. If a student or employee has a temperature of 100 degrees Fahrenheit or higher, the student or employee should remain at home until the individual has been free of fever for twenty-four (24) hours.

The district may screen any individual who enters a school facility which screening process may include taking temperatures, asking health-related questions, and isolating those that have symptoms of a communicable disease.

The district will adhere to guidelines set by local, state and federal health and safety guidelines when feasible.

REFERENCE: 70 O.S. § 5-117
63 O.S. § 1-507

SCHOOL LIBRARY MEDIA CENTER

It is the policy of the Lawton Board of Education that efforts be made to staff and maintain a school library media center adequate for the needs of students and teachers.

The superintendent is directed to develop regulations governing the selection of materials for and the use of the library media center.

**SCHOOL LIBRARY MEDIA CENTER
SELECTION OF MATERIALS
(REGULATION)**

The responsibility for the selection of library media center materials rests with the Lawton Board of Education. Authority for the selection of proper materials shall be delegated to the library media center staff. Materials shall be selected in accordance with the principles established by the School Library Bill of Rights as approved by the American Association of School Librarians. Final selection will be made by the media specialist subject to approval by the board. Suggestions from the administration, the faculty, and from the students are encouraged.

The superintendent shall prepare regulations that support this policy.

The board of education and the media staff of the Stillwater Public Schools subscribe in principle to the following statement of policy expressed by the American Association of School Librarians:

BILL OF RIGHTS FOR LIBRARY MEDIA CENTER PROGRAMS

The professional staff of school media centers is concerned with the development of informed and responsible citizens. To this end, the American Association of School Librarians reaffirms the Library Bill of Rights of the American Library Association and asserts that the responsibility of the school media center is:

To provide materials that will enrich the student as an individual and support the curriculum, taking into consideration individual needs, and the varied interests, abilities, socioeconomic backgrounds, and maturity levels of the student served.

To provide materials that will stimulate growth in knowledge and develop literary, cultural, and aesthetic appreciations and ethical standards.

To provide materials on all sides of issues, beliefs, and ideas so that young citizens may develop the habit of critical thinking, reading, listening, and viewing, thereby enabling them to develop an intellectual integrity in forming judgments.

To provide materials which accurately reflect all religious, social, political, and ethnic groups, and their contributions to our American heritage as well as knowledge and appreciation of world history and culture.

To provide a comprehensive collection of instructional materials which, when selected in compliance with basic selection principles, can be defended on the basis of their appropriateness for the users of the media center.

Responsibility for Selection

The board of education, the governing body of the school district, is legally responsible for the selection of instructional materials. This authority is delegated to the professional personnel of the district for the selection of these materials.

Materials for the library media center are selected primarily by the librarian with input from the Review Committee.

**SCHOOL LIBRARY MEDIA CENTER, SELECTION
OF MATERIALS, REGULATION (Cont.)**Review Committee

Library Media Specialist
Principal
Counselor
Classroom Teacher

This committee must be approved by the superintendent.

Types of Material for Purchase

1. Instructional materials are chosen because they are of interest and have learning value for the student in the community. Materials are not excluded because of race, nationality, religion, or political views of the writer.
2. Insofar as it is practical, materials are provided which present all points of view concerning the problems and issues of our time: international, national, and local. Books and materials of sound factual authority are not removed or banned from library media center shelves because of partisan or doctrinal disapproval.
3. Periodicals and newspapers that supplement the curriculum needs shall be chosen for accuracy, objectivity, accessibility, demand, and prices.
4. Multiple items of outstanding quality and much in demand media are purchased as needed.
5. Nonfiction subjects that are topics of criticism are carefully considered before selection. Among these are:
 - A. Religion -- Factual unbiased material that represents all major religions may be included in the library media center collection. Bibles and other sacred writings are acceptable. Publications from religious bodies may be selected if they have general value or appear in magazine indexes.
 - B. Ideologies -- The library media center should, without making any effort to sway the reader's judgment, make available basic factual information on the maturity level of its reading public of ideologies or philosophies that are of current or continuing interest.
 - C. Science -- Medical and scientific knowledge suitable to the development stage of the student should be made available without any biased selection of facts.

Criteria for Selection

1. Selections are made for, and in accordance with, the different maturity levels of the students.
2. Materials are selected which fill a need related to the curriculum and/or contribute to the development and enrichment of the student.

**SCHOOL LIBRARY MEDIA CENTER, SELECTION
OF MATERIALS, REGULATION (Cont.)**

3. Interests, needs, abilities of the students, and correlation of materials with the curriculum are dominating factors in the selection of materials.

Criteria for Evaluation

1. The author or producer should be qualified as a subject specialist.
2. Concepts, content, and vocabulary should be appropriate for the potential user.
3. Facts presented should be accurate and up-to-date.
4. Information should be logically arranged.
5. Subject matter should hold the attention of the student.
6. Format of the material should be attractive and durable.
7. Illustrations should be pertinent and well executed.
8. Each medium should meet a real or potential need.
9. Evaluation from standard selection aids should be given consideration.

Selection Tools

In selecting materials for purchase, the media specialist evaluates the existing collection and consults reputable, unbiased, professionally prepared selection aids, such as:

Booklist
Bulletin of the Center for Children's Books
Children's Catalog
The Elementary School Library Collection
Hornbook
Oklahoma Department of Libraries Book
School Library Journal
Junior High & Senior High School Catalog
Fiction Catalog

When possible, audiovisual materials shall be previewed before purchase or ordered with return privilege guaranteed.

**SCHOOL LIBRARY MEDIA CENTER, SELECTION
OF MATERIALS, REGULATION (Cont.)**Gift Books and Materials

1. Gift books and materials are accepted with the understanding that they must meet the same selection criteria as materials purchased with board of education funds. The practice of a donor's purchasing new books or materials as library media center gifts is discouraged. It is preferable that donors make monetary gifts for the purchase of books and materials because the school receives a discount and can purchase more books for the same amount of money.
2. Gift books and other materials, once accepted by the Lawton Public Schools, become the property of the Lawton Public Schools.

Procedures for Reconsideration of Materials

It is recommended that a student or the student's parent should have this right to reject the use of library media center materials which seem incompatible with the student's values or beliefs. It is further recommended that classroom assignments involving library media center materials provide for alternative choices. This procedure is consistent with the National Council of Teachers of English Statement on Students' Right to Read, which is endorsed in its entirety. However, no parent has the right to determine the reading matter for students other than his/her own children. Books and other materials shall not be removed or banned solely because of partisan or doctrinal disapproval.

If an objection to a selection is made by the public, the procedures are as follows:

Be courteous and inform the patron of the process of media review. Make no commitments.

Invite the complainant to file his/her objections in writing on forms provided through the principal's office.

Completed forms are to be returned to the principal.

An informal conference with the principal will be held.

If unable to satisfy the complainant, refer the complaint to the Review Committee.

Material is not to be withdrawn without referring to the Review Committee, which determines whether the material should be withdrawn.

Material is reviewed and judged by this committee as to conformity with selection criteria and instructional goals.

The decision of the committee is submitted to the complainant and a file of the objection and decision is kept by the library media specialist and the principal.

**SCHOOL LIBRARY MEDIA CENTER, SELECTION
OF MATERIALS, REGULATION (Cont.)**

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.

Final decision rests with the board of education.

Weeding and Discarding

Worn or missing standard items will be replaced periodically.

Out-of-date or no longer useful media are withdrawn from the collection.

Definition of Critical Terms

Selection -- the act or process of selecting materials.

Instructional Materials -- materials that fill a need related to the curriculum or contribute to the development and enrichment of the student.

Evaluation -- to examine and judge the quality of materials.

Inquiry -- an information request, usually informal, that seeks to determine the rationale behind the presence of a particular item in a collection.

Expression of Concern -- an inquiry that has judgmental overtones. The inquirer has already made a value judgment on the material in question.

Complaint -- an oral charge against the presence and/or appropriateness of the material in question.

Challenge -- a formal written complaint filed with the library media center questioning the presence and/or appropriateness of specific material.

Attack -- a publicly worded statement questioning the value of the material, presented to the media and/or others outside the library media center organization, in order to gain public support for further action.

Censorship -- the removal of material from open access by any governing authority or its representative (boards of education/trustees, principals/library media center directors, etc.).

INTERNET AND OTHER COMPUTER NETWORKS ACCEPTABLE USE AND INTERNET SAFETY POLICY

The Lawton Public Schools district is pleased to make available to students and staff access to interconnected computer systems within the district and to the Internet, the worldwide network that provides access to significant educational materials and opportunities.

In order for the school district to ensure the continued accessibility of its computer network and the Internet, all students and staff must take responsibility for appropriate and lawful use of this access. Students and staff must understand that one person's misuse of the network and Internet access may jeopardize the ability of all students and staff to enjoy such access. While the school's teachers and other staff will make reasonable efforts to supervise student use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

Below is the Acceptable Use and Internet Safety Policy ("policy") of the school district and the Data Acquisition Site that provides Internet access to the school district. Upon reviewing, signing, and returning this policy as directed, each student and staff member agrees to follow the policy and will be given the opportunity to enjoy Internet access at school. If a student is under 18 years of age, he or she must have his or her parent or guardian read and sign the policy. The school district shall not provide access to any student who, if 18 or older, fails to sign and submit the policy to the school as directed or, if under 18, does not return the policy as directed with the signatures of the student and his/her parent or guardian.

Listed below are the provisions of the agreement regarding computer network and Internet use. The district has designated a staff member to whom users may direct questions. If any user violates this policy, the user's access will be denied or withdrawn, and the user may be subject to additional disciplinary action.

Personal Responsibility

By signing this policy, the user agrees not only to follow the rules in this policy, but also to report any misuse of the network to the person designated by the school for such reporting. Misuse means any violations of this policy or any other use that is not authorized under this policy, and having the effect of harming another or his or her property.

Term of the Permitted Use

A student or staff member who submits to the school, as directed, a properly signed policy and follows the policy to which she or he has agreed will have computer network and Internet access during the course of the school year only. Students and staff will be asked to sign a new policy each year during which they are students or staff members in the school district before they are given an access account.

Acceptable Uses

1. **Educational Purposes Only.** The school district is providing access to its computer networks and the Internet for educational purposes *only*. If the user has any doubt about whether a contemplated activity is educational, the user may consult with the person(s) designated by the school to help decide if a use is appropriate.

**INTERNET AND OTHER COMPUTER NETWORKS ACCEPTABLE USE AND
INTERNET SAFETY POLICY (Cont.)**

2. **Unacceptable Uses of Network.** Among the uses that are considered unacceptable and which constitute a violation of this policy are the following:
- A. Uses that violate the law or encourage others to violate the law. Do not transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the school district's student discipline policy; view, transmit or download pornographic materials or materials that encourage others to violate the law; intrude into the networks or computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, the user should assume that all materials are protected unless there is explicit permission on the materials to use them.
 - B. Uses that cause harm to others or damage to their property. For example, do not engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than the user is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "Trojan horse," "time bomb," or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other computers, networks, or information systems.
 - C. Uses that jeopardize the security of student and staff access and of the computer network or other networks on the Internet. For example, do not disclose or share your password with others; do not impersonate another user.
 - D. Uses that are commercial transactions. Students, staff, and other users may not sell or buy anything over the Internet. The user should not give others private information about the user or others, including credit card numbers and social security numbers.
3. **Netiquette.** All users must abide by rules of network etiquette, which include the following:
- A. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
 - B. Avoid language and uses that may be offensive to other users. Do not use access to make, distribute, or redistribute jokes, stories, or other material that is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
 - C. Do not assume that a sender of e-mail is giving his or her permission for the user to forward or redistribute the message to third parties or to give his/her e-mail address to third parties. This should be done only with permission or when the user knows that the individual would have no objection.
 - D. Be considerate when sending attachments with e-mail (where this is permitted). Be sure that the file is not too large to be accommodated by the recipient's system and is in a format that the recipient can open.

**INTERNET AND OTHER COMPUTER NETWORKS ACCEPTABLE USE AND
INTERNET SAFETY POLICY (Cont.)**

4. **Cyber Bullying** - Cyber bullying is when one or more people intentionally harm, harass, intimidate, or reject another person using technology. This includes but is not limited to the following:

- Sending mean or threatening messages via email, IM (instant messaging), or text messages.
- Spreading rumors about others through email, IM, or text messages.
- Creating a Web site or MySpace (or other social-networking) account that targets another student or other person(s).
- Sharing fake or embarrassing photos or videos of someone with others via a cell phone or the Web.
- Stealing another person's login and password to send mean or embarrassing messages from his or her account.

It shall be the policy of Lawton Public Schools that cyber bullying will not be tolerated under any circumstances. A student caught violating this policy will lose computer privileges and these actions may result in further disciplinary action including suspension or expulsion from school of the student(s) involved. In addition, violators and their parents/guardians may be subject to civil and/or criminal penalties as specified by Oklahoma and/or federal law.

Internet Safety

1. **General Warning; Individual Responsibility of Parents and Users.** All student users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged students. Every user must take responsibility for his or her use of the computer network and Internet and stay away from these sites. Parents of minors are the best guides to materials to shun. If a student or staff member finds that other users are visiting offensive or harmful sites, he or she should report such use to the appropriate school designee.
2. **Personal Safety.** Be safe. In using the computer network and Internet, the user should not reveal personal information such as the user's home address or telephone number. The user should not use his/her real last name or any other information which might allow a person to locate the user without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone "met" on the computer network or Internet without a parent's permission (if the user is under 18). Regardless of the user's age, the user should never agree to meet a person the user has only communicated with on the Internet in a secluded place or in a private setting.
3. **"Hacking" and Other Illegal Activities.** It is a violation of this policy to use the school's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.
4. **Confidentiality of Student Information.** Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. A

**INTERNET AND OTHER COMPUTER NETWORKS ACCEPTABLE USE AND
INTERNET SAFETY POLICY (Cont.)**

supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.

5. **Active Restriction Measures.** The school, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent users from accessing visual depictions that are (1) obscene, (2) pornographic, or (3) harmful to minors. We are using Palo Alto and GoGuardian for our technology protection measure (internet filtering software) to ensure that users are not accessing such depictions or any other material that is inappropriate for minors.

Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 17 and older.

The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

6. All students will be educated about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

Privacy

Network and Internet access is provided as a tool for the user’s education. The school district reserves the right to monitor, inspect, copy, review, and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the school district and no user shall have any expectation of privacy regarding such materials.

Failure To Follow Policy

The user’s use of the computer network and Internet is a privilege, not a right. A user who violates this policy, shall at a minimum, have his or her access to the computer network and Internet terminated, which the school district may refuse to reinstate for the remainder of the student’s enrollment or the staff member’s employment in the school district. A user violates this policy by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The school district may also take other disciplinary action in such circumstances.

**INTERNET AND OTHER COMPUTER NETWORKS ACCEPTABLE USE AND
INTERNET SAFETY POLICY (Cont.)**Warranties/Indemnification

The school district makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. It shall not be responsible for any claims, losses, damages, or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user (or his or her parents or guardian) arising out of the user's use of its computer networks or the Internet under this policy. By signing this policy, users are taking full responsibility for their own use, and the user who is 18 or older or the parent(s) or guardian(s) of a minor student are agreeing to indemnify and hold the school, the school district, the Data Acquisition Site that provides the computer and Internet access opportunity to the school district and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or the parent(s) or guardian(s) of a minor student agree to cooperate with the school in the event of the school's initiating an investigation of a user's use of his or her access to its computer network and the Internet, whether that use is on a school computer or on another computer outside the school district's network.

Updates

Users, and if appropriate, their parents/guardians, may be asked from time to time to provide new or additional registration and account information or to sign a new policy reflecting developments in the law or technology or changes in district policy. Such information must be provided by the user (or his/her parents or guardian) or such new policy must be signed if the user wishes to continue to receive service. If after account information is provided, some or all of the information changes, the user must notify the person designated by the school to receive such information.

REFERENCE: 21 O.S. §1040.75, §1040.76**Children's Internet Protection Act of 2000 (HR 4577, P.L. 106-554)****Communications Act of 1934, as amended (47 U.S.C. 254[h], [l])****Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6801 et seq., Part F)**

THIS POLICY REQUIRED BY LAW.

INTERNET ACCESS CONDUCT AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand, and agree to abide by the terms of the foregoing Acceptable Use and Internet Safety Policy. Should I commit any violation or in any way misuse my access to the school district's computer network and the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me. I understand I have no expectation of privacy with regard to my use of the school district's technology.

User's Name (print clearly) _____ Home Phone: _____

User's Signature: _____ Date: _____

Address: _____

Status: Student _____ Staff _____ Patron _____ I am 18 or older _____ I am under 18 _____

If I am signing this policy when I am under 18, I understand that when I turn 18, I will have to sign another policy.

Parent or Guardian: (If applicant is under 18 years of age, a parent or guardian must also read and sign this agreement.) As the parent or legal guardian of the above student, I have read, understand, and agree that my child or ward shall comply with the terms of the school district's Acceptable Use and Internet Safety Policy for the student's access to the school district's computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's or ward's responsibility for abiding by the policy. I am, therefore, signing this policy and agree to indemnify and hold harmless the school, the school district, and the Data Acquisition Site that provides the opportunity to the school district for computer network and Internet access against all claims, damages, losses, and costs, of whatever kind that may result from my child's or ward's use of his or her access to such networks and/or his or her violation of the foregoing policy. Further, I accept full responsibility for supervision of my child's or ward's use of his or her access account if and when such access is not in the school setting. I hereby give permission for my child or ward to use the building-approved account to access the school district's computer network and the Internet.

Parent or Guardian (please print): _____ Home Phone: _____

Signature: _____ Date: _____

Address: _____

This agreement is valid for the _____ school year only.

CODE OF CONDUCT FOR INTERNET AND OTHER COMPUTER NETWORK ACCESS

The purpose of providing Internet and other computer network access in this district is to promote the exchange of information and ideas with the global community. The following represents a guide to the acceptable use of the technology provided by this district. All network use must be consistent with the policies and goals of this school district. Inappropriate use of district technology will result in the loss of technology use, disciplinary action, and/or referral to legal authorities. The district may monitor use of district technology at any time. All Internet and computer network users are hereby informed that there shall be no expectations of privacy in that school officials may monitor users at any time.

All Internet and other computer network users will be expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Be polite. Messages should not be abusive to others.
2. Take pride in communications. Check spelling and grammar.
3. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language, symbols, or pictures.
4. Protect password confidentiality. Passwords are not to be shared with others. Using another user's account or password or allowing such access by another may be permitted only with the approval of the supervising teacher or system administrator.
5. Do not reveal your personal address or telephone number or those of other persons. No student information protected by FERPA should be electronically transmitted or otherwise disseminated through the network.
6. Do not disguise the point of origin or transmission of electronic mail.
7. Do not send messages that contain false, malicious, or misleading information that may be injurious to a person or a person's property.
8. Illegal activities are strictly prohibited: transferring offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by the school district's staff and student policies; viewing, transmitting, or downloading pornographic materials or materials that encourage others to violate the law; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.
9. The district technology is not to be used for playing multi-user or other network intensive games, commercial ventures, Internet relay chat lines, or downloading excessively large files.
10. No charges for services, products, or information are to be incurred without appropriate permission.
11. Do not use the network in such a way that you would disrupt the use of the network by other users.
12. Users shall respect the privacy of others and not read the mail or files of others without their permission. Copyright and licensing laws will not be intentionally violated.

**CODE OF CONDUCT FOR INTERNET AND OTHER
COMPUTER NETWORK ACCESS (Cont.)**

13. Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any other agencies or other networks that may be accessed. This includes, but is not limited to, the uploading or creation of computer viruses.
14. Report security problems to the supervising teacher or system administrator.
15. Violators of this policy shall hold the district, including its employees and agents, harmless against any and all causes of action, damages, or other liability resulting from the willful or negligent violation of this policy.

BASIC INSTRUCTIONAL PROGRAM

The Lawton Board of Education will provide reasonable educational opportunities to enable all children to succeed, both personally and as citizens.

Instructional programs will be developed with the view toward maintaining a balanced curriculum which will serve the general academic needs of all school-aged children and provide opportunities for individual children to develop specific talents and interests.

The board will encourage and support the professional staff in its efforts to investigate new curricular ideas, develop and improve programs, and evaluate results.

A committee composed of administrators, teachers, and parents to annually evaluate the curriculum to determine whether each child in the school system is receiving basic skill instructions.

The committee shall have access to all materials pertaining to the school curriculum, class schedules, and other information as long as the materials are not confidential or personal information. Members of the committee may visit with other staff members, students, former graduates, parents, and business people in the community for input into their evaluation.

The committee chairperson shall prepare a written report of the findings of the committee to the superintendent prior to the first day of February each year. This report should list the strengths and recommendations for each basic skill area.

The superintendent shall present the report to the board of education at a regular or special meeting. The board will consider each recommendation made by the committee. Any changes in methods of instruction, scheduling, or curriculum changes will be left entirely up to the superintendent and the board of education.

This committee shall be appointed to serve for a one-year term. However, individual members may be appointed to succeed themselves if the board so desires.

At all levels, provisions will be made for a wide range of individual differences through use of a variety of materials, adjustment in studies, and modified courses.

In all instances, the curriculum will meet the educational requirements established by state law.

The goals of the evaluation committee will be to permit and assist every child to acquire the following:

1. An understanding of himself and of his worth as an individual and a member of society.
2. A mastery of the basic skills in the use of the language arts -- listening, speaking, writing, reading, spelling, and grammar.
3. A mastery of mathematics for obtaining information, communicating effectively, thinking critically, reasoning logically, and solving problems.
4. Basic understanding of the principles of the natural, physical, biological, and social sciences and current events.

BASIC INSTRUCTIONAL PROGRAM (Cont.)

5. The desire and the ability to express himself creatively in one or more of the fine and creative arts and to appreciate the aesthetic expressions found in the art of others.
6. The attitudes associated with responsible citizenship for effective participation in the community, the state, the nation, and the world.
7. An understanding of career roles and how to relate learning experiences to real life.

REFERENCE: 70 O.S. §11-103

DIPLOMAS FOR VETERANS

In order to recognize and pay tribute to veterans who left high school prior to graduation to serve in World War II, in the Korean war, or in the Vietnam War, the Lawton Board of Education will grant a diploma of graduation to any veteran who meets the requirements as listed below. Such diplomas will be presented in conjunction with appropriate Veterans Day programs.

To be eligible to receive a high school diploma, a veteran shall:

1. Have been honorably discharged from the Armed Forces of the United States of America;
2. Have served on active duty or have been discharged with a service-connected disability between the dates of September 16, 1940, and December 31, 1946, or between the dates of June 27, 1950, and January 31, 1955, or between the dates of May 13, 1961, and April 29, 1975; and
3. Be a resident of the State of Oklahoma.

Additional rules may be imposed by the State Department of Education after consulting with the Department of Veterans Affairs.

REFERENCE: 70 O.S. §24-153

SEX EDUCATION

It is the policy of the Lawton Board of Education that all curriculum and materials, including supplementary materials which will be used to teach or will be used for or in connection with a sex education class or program which is designed for the exclusive purpose of discussing sexual behavior or attitudes, or any test, survey or questionnaire whose primary purpose is to elicit responses on sexual behavior or attitudes, shall be available through the superintendent or designee for inspection by the parents or guardians of the students who will be involved with the class, program, test, survey, or questionnaire.

Such curriculum, material, class, program, test, survey, or questionnaire shall include information about consent and shall have as one of its primary purposes the teaching of or informing students about the practice of abstinence.

The term "consent" means the affirmative, unambiguous and voluntary agreement to engage in a specific sexual activity during a sexual encounter which can be revoked at any time. Consent cannot be:

1. Given by an individual who:
 - a. is asleep or is mentally or physically incapacitated either through the effect of drugs or alcohol or for any other reason, or
 - b. is under duress, threat, coercion or force; or
2. Inferred under circumstances in which consent is not clear including, but not limited to:
 - a. the absence of an individual saying "no" or "stop", or
 - b. the existence of a prior or current relationship or sexual activity.

The superintendent or designee shall provide prior written notification to the parents or guardians of the students of their right to inspect the curriculum and material and of their obligation to notify the school in writing if they do not want their child to participate in the class, program, test, survey, or questionnaire.

No student will be required to participate in a sex education class or program that discusses sexual behavior or attitudes if a parent or guardian of the student objects in writing. If the type of program referred to is a part of or is taught during a credit course, a student may be required to enroll in the course but shall not be required to receive instruction in or participate in the program if a parent or guardian objects in writing.

The superintendent or designee shall approve all curriculum and materials which will be used for the purpose of discussing sexual behavior or attitudes and any test, survey or questionnaire used to elicit responses on sexual behavior or attitudes prior to the use of such materials.

Teachers involved in the class, program, test or survey shall submit curriculum, materials, tests, or surveys to the superintendent or designee for approval before they are used in the classroom or school.

**REFERENCE: 70 O.S. §11-105.1
21 O.S. § 113**

PHYSICAL EDUCATION

Health and Fitness Curriculum

The superintendent shall adopt and implement a comprehensive health and fitness curriculum, which will provide opportunities for developmentally appropriate instruction for grades K-12. Evaluation procedures will utilize classroom-based assessments or other strategies.

The specific objectives and goals the district intends to accomplish through the physical education curriculum are to teach self-management and movement skills as well as cooperation, fair play, and responsible participation in physical activity. The goal of the school district is to promote student participation in physical activity for a healthier lifestyle.

All students in grades kindergarten through five are required to complete an average of sixty (60) instructional minutes per week of physical education and sixty (60) minutes of physical activity. The time students participate in recess shall not be counted toward the sixty minutes per week physical education requirement. The sixty (60) minutes of physical activity may include, but is not limited to, physical education, exercise programs, fitness breaks, recess, classroom activities, and wellness and nutrition education. All high school students are strongly encouraged to complete two units or sets of competencies of physical and health education as part of the core curriculum. District high schools are encouraged to offer a variety of health and fitness classes for each grade in the high school.

Suitable adapted physical education shall be included as part of individual education plans for students with chronic health problems, other disabling conditions, or other special needs that preclude such students' participation in regular physical education instruction or activities.

In addition to required physical education, students at the elementary level should have the opportunity to participate in daily recess and physical activity. The district shall provide daily recess period(s) for elementary school students, featuring time for unstructured but supervised active play. The district is encouraged to provide adequate co-curricular physical activity programs, including fully inclusive intramural programs and physical activity clubs; and to promote the use of school facilities for physical activity programs offered by the school and/or community-based organizations outside of school hours

The school district may exclude from the participation in physical education or exercise programs those students who have been placed into an in-house suspension or determination class or placement or those students who are under an in-school restriction or are subject to an administrative disciplinary action.

Cardiopulmonary Resuscitation Courses

Students in grades nine through twelve may be taught the techniques of cardiopulmonary resuscitation as part of their physical education program.

Oklahoma Kids Fitness Challenge Act

This district will implement the physical activity program for public school students in the fifth grade as established by the State Board of Education. Fitness challenges adopted by the Presidents Council on Physical Fitness and Sports will be incorporated into the program and may include the following activities:

PHYSICAL EDUCATION (Cont.)

1. Twenty-five sit-ups in two minutes a minimum of three times per week every week during the school year; or
2. Walk a minimum of twenty-five miles per week every week during the school year.
3. Participation in “Walk Across Oklahoma.”

REFERENCE: 70 O.S. §1-107
70 O.S. §11-103, §11-103.9
70 O.S. §1210.199
7 CFR, Parts 210 and 220
7 CFR, Part 245.5

*THIS POLICY REQUIRED BY
PUBLIC LAW 108-265, SECTION 204.*

EXTENDED SCHOOL YEAR SERVICES

In recognition that some children need educational services in excess of the 180 days provided during the traditional school year, Lawton Public Schools has developed an extended school year program in order to provide students with a free, appropriate, public education. Whether a student is entitled to extended year services will be determined on a case-by-case basis. Once a student is deemed to require additional educational services, the student's IEP team will determine what areas of the curriculum will be included in each individual student's extended school year program. This program and its attendant procedures do not supersede or preempt the prerogative of the individualized education planning team. The intent is to assure thorough review and careful consideration of the individual needs of our student population who will benefit from extended school year services.

REFERENCE: 70 O.S. §13-101
300.320 IDEA Regulations

SPECIAL EDUCATION SERVICES FOR CHILDREN ENROLLED IN PRIVATE SCHOOL

The school district shall provide special education services for district resident children enrolled in private schools located within the school district in accordance with state and federal law requirements. To ensure timely and meaningful consultation, the superintendent or designee shall consult with private school officials to design and develop educational programs and services. Consultation shall include:

- A. How the children's needs will be identified;
- B. What services will be offered;
- C. How, where and by whom the services will be provided;
- D. How the services will be academically assessed and how the results of that assessment will be used to improve those services;
- E. The size and scope of the equitable services to be provided to the eligible private school children, the proportion of funds that are allocated under federal law for the services;
- F. The method and sources of data that are utilized to determine the number of children from low-income families in participating school attendance areas who attend private schools;
- G. How and when the school will make decisions about the delivery of services to such children, including a thorough consideration and analysis of the views of the private school officials on the provision of services through a contract with potential third-party providers;
- H. How, if the school and the private school officials disagree on the provision of services through a contract, the school will provide in writing to the private school officials an analysis of the reasons why a contractor was not utilized;
- I. Whether the school will provide services directly or through a separate government agency, consortium, entity, or third-party contractor;
- J. Whether to provide equitable services to eligible private school children:
 - a. By creating a pool or pools of funds with all of the funds allocated by federal law based upon all the children from low-income families in a participating school attendance area who attend private schools; or
 - b. By using a proportion of funds allocated under federal law based upon the number of children from low-income families in the school district's participating school attendance area who attend private schools.
- K. When, including the approximate time of day, services will be provided; and
- L. Whether to consolidate and use funds provided under federal law in coordination with eligible funds available for services to private school children under applicable programs defined in federal law to provide services to eligible private school children participating in programs.

If the school district disagrees with the private school regarding an issue addressed above, the school district shall provide in writing to private school officials the reasons why the school district disagrees. The school district will maintain written documentation which includes a written affirmation signed by private school officials that consultation has occurred. The written affirmation shall also include an option for private school officials to provide that the private school officials do not believe that timely and meaningful consultation has occurred and that the program design is not equitable with regard to private school students.

LEGAL REFERENCE: **ESSA Section 1117**

TITLE I PARENT INVOLVEMENT

Schools receiving federal ESEA funds are required to have a parent involvement policy. This sample policy can be used as the basis for the joint development of a policy, as required by the federal legislation. This policy cannot be the district's policy without some parental involvement in its development at the local level.

The Board of Education endorses the parent involvement goals of Title I and encourages the regular participation by parents of Title I eligible children in all aspects of the program. The education of children is viewed as a cooperative effort among the parents, school, and community. In this policy, the word "parent" also includes guardians and other family members involved in supervising the child's education.

Pursuant to federal law, the district will develop jointly with, agree on with, and distribute to parents of children participating in the Title I program a written parent involvement policy.

A meeting of the parents of participating Title I students will be held annually to explain the goals and purposes of the Title I program.

Parents will be given the opportunity to participate in the design, development, operation, and evaluation of the program for the next school year and to participate in planning activities, to offer suggestions, and to ask questions regarding policies and programs. Parents will be encouraged to attend the meeting and to become involved.

In addition to the required annual meeting, at least three (3) additional parent meetings shall be held, at various times of the day and/or evenings, for parents of children participating in the Title I program. Notices will be sent to the parents and articles will appear in the local newspaper advising parents and interested persons of the meetings. These meetings shall be used to provide parents with:

1. Information about programs provided under Title I;
2. A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and
4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program, to the district level.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings through payment of transportation and childcare costs.

The parents of children identified to participate in Title I programs shall receive from the school principal and Title I staff an explanation of the reasons supporting each child's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Parents will be advised of their children's progress on a regular basis. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their children's progress. Parents will also receive information and training that will assist them in helping their children at home and at school.

TITLE I PARENT INVOLVEMENT (Cont.)

Each school in the district receiving Title I funds shall jointly develop with parents of children served in the program a "School-Parent Compact" outlining the manner in which parents, school staff and students share the responsibility for improved student academic achievement in meeting state standards. The compact shall:

1. 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;
2. 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, volunteering in the classroom, and participating, as appropriate, in decisions related to their child's education and positive use of extracurricular time; and
3. Address the importance of parent-teacher communication on an on-going basis, with at a minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

REFERENCE: P. L. 103-382, Improving America's Schools Act
P. L. 107-110, No Child Left Behind Act of 2001
20 U.S.C. § 6318

NOTE: Districts with more than one school participating in a title I program may wish to consider the establishment of a district-wide parent advisory council.

***THIS POLICY REQUIRED BY THE
EVERY STUDENT SUCCEEDS ACT OF 2016.***

PARENT PARTICIPATION IN THE SCHOOL DISTRICT

The board of education, in consultation with parents, teachers, and administrators, has developed and adopted this policy to promote and encourage the involvement of parents and guardians of children within the school district.

1. Parent participation in the schools is encouraged to improve parent and teacher cooperation in such areas as homework, attendance and discipline. At the beginning of each school year each teacher shall provide parents with contact information so that a parent has the opportunity to contact the teacher or administration to address concerns related to homework, attendance and discipline.
2. Parents may request additional information from the administration to learn about the course of study for their children and review learning materials, including the source of any supplemental educational materials.
3. Parents who object to any learning material or activity on the basis that it is harmful may withdraw their children from the activity or from the class or program in which the material is used. Objection to a learning material or activity on the basis that it is harmful includes objection to a material or activity because it questions beliefs or practices in sex, morality or religion. Parents are hereby informed that the withdrawal of a child from any state mandated courses could prevent their child from being eligible to receive a high school diploma.
4. If the school district offers any sex education curricula pursuant to Section 11-105.1 of Title 70 of the Oklahoma Statutes or pursuant to any rules adopted by the State Board of Education, parents may opt their child out of sex education instruction if the child's parent provides written objection to the child's participation in the sex education curricula.
5. Parents are hereby notified and given the opportunity to withdraw their children from any instruction or presentations regarding sexuality in courses other than formal sex education curricula pursuant to Section 11-105.1 of Title 70 of the Oklahoma Statutes;
6. Parents may learn about the nature and purpose of clubs and activities that are part of the school curriculum, as well as extracurricular clubs and activities that have been approved by the school. A list of school clubs that have been approved by the board of education is available from the administration upon request.
7. Specific parent rights and responsibilities provided under the laws of this state, include 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.
 - d. the right to be exempt from the immunization laws of the state pursuant to Section 1210.192 of Title 70 of the Oklahoma Statutes,
 - e. the promotion requirements prescribed in Section 1210.508E of Title 70 of the Oklahoma Statutes,
 - f. the minimum course of study and competency requirements for graduation from high school prescribed in Section 11-103.6 of Title 70 of the Oklahoma Statutes,
 - g. the right to opt out of instruction on the acquired immune deficiency syndrome pursuant to Section 11-103.3 of Title 70 of the Oklahoma Statutes,

PARENT PARTICIPATION (Cont.)

- h. the right to review test results,
- i. the right to participate in gifted programs pursuant to Sections 1210.301 through 1210.308 of Title 70 of the Oklahoma Statutes,
- j. the right to inspect instructional materials used in connection with any research or experimentation program or project pursuant to Section 11-106 of Title 70 of the Oklahoma Statutes,
- k. the right to receive a school report card,
- l. the attendance requirements prescribed in Section 10-106 of Title 70 of the Oklahoma Statutes,
- m. the right to public review of courses of study and textbooks,
- n. the right to be excused from school attendance for religious purposes,
- o. policies related to parental involvement pursuant to this section,
- p. the right to participate in parent-teacher associations and organizations that are sanctioned by the board of education of a school district, and
- q. the right to opt out of any data collection instrument at the district level that would capture data for inclusion in the state longitudinal student data system except what is necessary and essential for establishing a student's public school record.

Parents may submit a written request for information during regular business hours to either the school principal at the school site or the superintendent at the office of the school district. Within ten (10) days of receiving the request for information, the school principal or superintendent, shall deliver the requested information to the parent or provide a written explanation of the reasons for the denial of the requested information. If the request is denied or the parent does not receive the requested information within fifteen (15) days after submitting the request, the parent may submit a written request for the information to the board of education. The board of education shall formally consider the request at the next scheduled public meeting if the request can be properly noticed on the agenda. If the request cannot be properly noticed on the agenda, the board of education shall formally consider the request at the next subsequent meeting of the board of education.

LEGAL REFERENCES: 70 O.S. § 10-106
70 O.S. § 11-103.3
70 O.S. § 11-103.6
70 O.S. § 11-105.1
70 O.S. § 11-106
70 O.S. § 1210.192
70 O.S. § 1210.301 through § 1210.308
70 O.S. § 1210.508E

THIS POLICY REQUIRED BY LAW.

LIMITED ENGLISH PROFICIENCY INSTRUCTION

The Board of Education will provide a program of language instruction to students who have limited English proficiency. Student participation in any language instruction program or instruction in English as a second language is voluntary and requires written parental permission.

Students who meet any one or more of the following criteria shall be identified as being limited in English proficiency:

A student who:

1. Was not born in the United States or whose native language is a language other than English and comes from an environment where a language other than English is dominant;

or
2. Is a Native American or Alaskan Native or who is a native resident of the outlying areas and comes from an environment where a language other than English has had a significant impact on the student's level of English language proficiency;

or
3. Is migratory and whose native language is other than English and comes from an environment where a language other than English is dominant;

and
4. Who has sufficient difficulty speaking, reading, writing, or understanding the English language and whose difficulties may deny such individual the opportunity to learn successfully in classrooms where the language of instruction is English or to participate fully in our society.

Tutorial Programs

Students who are certified to receive educational services through the State Migrant Education Department in cooperation with the State Department of Education are offered 30-minute tutorial help during the school day in the areas of reading, math, and language arts. Criteria for eligibility include students who have moved into a district within the last six years from another district or state and whose parents seek either seasonal or temporary employment in agriculture.

If this district receives federal funding for Limited English Proficient (LEP) Programs, the following will be provided:

1. Parents will be notified of their student's placement in a language program and their options associated with that placement. Notification will include the reasons for identifying the child as LEP and the reasons for placing the child in the specified program.
2. Students will participate in regular assessments in a manner that will yield an accurate assessment. (See also policy EK.) Test waivers may be granted on a case-by-case basis for LEP students who demonstrate unusual and unique circumstances; however, students who have been educated in the United States for three years are required to participate in reading/language arts assessment in English.

LIMITED ENGLISH PROFICIENCY INSTRUCTION (Cont.)

3. Certification that teachers in the program are fluent in English as well as other languages used in instruction (if the district receives subgrants).
4. Evaluation of the program and the academic success and language achievement of the students in the program. Parents will be notified of:
 - A. Their child's level of English proficiency and how such a level was assessed.
 - B. The status of their child's academic achievement.
 - C. The method of instruction used in the program in which the child is placed, and the methods of instruction used in other available programs.
 - D. Information as to how the program will meet their child's educational strengths, assist him/her to learn English, and meet age-appropriate academic achievement standards.
 - E. Exit requirements for the program.
 - F. If the child has a disability, a statement as to how the LEP will meet the objectives of the child's IEP.

Consequences of inadequate yearly progress include notification of parents, development of improvement plans, and restructuring of programs or the district will lose federal funds.

For non-English speaking parents, the district will arrange to provide translations of this information in their native language.

REFERENCE: ESSA Sections 3111-3116

THIS POLICY REQUIRED BY ESSA

ALTERNATIVE EDUCATION

This school district shall provide an alternative education program that conforms to the requirements of state law and rules applicable to alternative education. The alternative education program shall conform to federal law requirements if federal funding is utilized to provide services to meet the educational needs of neglected, delinquent, and at-risk children and youth. The program shall:

1. Allow class sizes and student/teacher ratios conducive to effective learning for at-risk students;
2. Incorporate appropriate structure, curriculum, and interaction and reinforcement strategies designed to provide effective instruction;
3. Include an intake and screening process to determine eligibility of students;
4. Demonstrate that teaching faculty are appropriately licensed or certified teachers;
5. Demonstrate that teaching faculty have been selected on the basis of a record of successful work with at-risk students or personal and educational factors that qualify them for work with at-risk students;
6. Reflect appropriate collaborative efforts with state agencies and local agencies serving youth;
7. Provide courses that meet the academic curricula standards adopted by the State Board of Education and additional remedial courses;
8. Offer individualized instruction;
9. State clear and measurable program goals and objectives;
10. Include counseling and social services components with the provision that providers of services are not required to be certified as school counselors;
11. Require a plan leading to graduation be developed for each student in the program that will allow the student to participate in graduation exercises for the school district after meeting all of the graduation requirements of the school district.
12. Offer life skills instruction;
13. Provide opportunity for arts education to students, including Artists in Residence programs coordinated with the Oklahoma Arts Council;
14. Provide a proposed annual budget;
15. Include an evaluation component including an annual written self-evaluation;
16. Be appropriately designed to serve middle school, junior high school, and secondary school students in grades ~~six~~ seven through twelve who are most at risk of not completing a high school education for a reason other than as identified in 70 O.S. §13-10, and;

ALTERNATIVE EDUCATION (Cont.)

17. Allow all students in the alternative education program, who otherwise meet all of the participation requirements, to participate in vocational programs and extracurricular activities, including but not limited to athletics, band, and clubs.

The alternative education program shall be operational and serving students by September 15, of each school year.

Any equipment or material purchased by the school district with revenue received for students participating in an alternative education program shall be used only in or directly for the alternative education program offered by the district during the hours the alternative education program is in operation. The equipment or materials may be used for other purposes during hours when the alternative education program is not in operation.

If a program will serve fewer than ten (10) students, the alternative education program shall be offered by the district through an interlocal cooperative in which the district participates, unless the program has been granted a waiver from this requirement by the State Department of Education.

REFERENCE: 70 O.S. §1210.568
70 O.S. §1210.569
20 U.S.C. § 6434

NOTE: Referenced statute 70 O.S. §1210.568 requires the program be provided by all school districts beginning with the first semester of the 2000-2001 school year.

CONCURRENT ENROLLMENT STUDENT

The _____ Board of Education believes that students should be encouraged to prepare themselves for study beyond high school when possible.

Therefore, all senior students who wish to attend college courses may request appearance at a regularly scheduled board of education meeting to present their request. Parents or guardian may be requested to be present.

Prior to appearance at the board of education meeting, the student must complete the necessary scheduling of courses required for graduation from high school and must meet the requirements set forth in the regulation which accompanies this policy.

The superintendent will designate a staff member who will make personal contact with every junior and their parents or guardians, individually or in groups, during the fall semester to present materials and to explain the concurrent enrollment program.

The superintendent will post notices in at least two places conspicuous to students calling attention to the concurrent enrollment program and naming the contact person.

The superintendent is directed to prepare a regulation implementing this policy.

REFERENCE: 70 O.S. §628.13
Department of Education, Administrator's Handbook

**CONCURRENT ENROLLMENT
STUDENT
(REGULATION)**

In accordance with the policy of the board of education, this regulation shall govern the concurrent enrollment of any student who wishes to attend college during his or her senior year.

In order to enroll concurrently in college coursework, students must meet the following requirements:

1. Be a senior enrolled in sufficient credits to complete graduation requirements by the end of the school year;
2. Be enrolled less than full-time. (Fewer than six credit courses).
3. May not exceed full-time college workload of 19 semester credit hours. (One-half high school unit shall equal three semester credit hours.)
4. Must be enrolled in a full daily schedule of at least four units (hours).
5. Must have the written permission of a parent or legal guardian.
6. Achieve a composite American College Test (ACT) or Scholastic Aptitude Test (SAT) score using Oklahoma norms as follows:
 - A. Comprehensive universities: ACT/SAT 75th percentile
 - B. Regional universities: ACT/SAT 62nd percentile
 - C. Two-year colleges: ACT/SAT 46th percentile

Eleventh grade students must meet the following requirements:

1. Be enrolled in sufficient credits to be eligible to satisfy graduation requirements no later than the spring of the senior year, as attested by the high school principal.
2. Achieve a composite score at or above the 90th percentile on the ACT using Oklahoma norms, or a combined verbal and mathematical score on the SAT at or above the 90th percentile using national norms. If a student's ACT or SAT composite score is not at the 90th percentile, but a subscore is at the 90th percentile, the student may enroll in coursework in the discipline with the required score, providing the student does not have a curricular deficiency in the subject area.

Other students not qualified by grade level might be considered for full enrollment or concurrent enrollment under the Opportunity Admission Category.

Students wishing to exceed the workload limit may petition the selected higher education institution. The appropriate institutional officials will evaluate the student's academic performance and potential for success in determining the student's load, which may not exceed the number of semester credit-hours 50 percent greater than the number of weeks in the applicable semester/term. The collegiate portion of the student's workload must be taken from regular faculty

COLLEGE COURSEWORK, STUDENT, REGULATION (Cont.)

members of the institution and may be provided off campus if approved by the State Regents, and may use alternative delivery systems if approved by the State Regents. The college should provide appropriate academic advising prior to and continuing throughout the student's enrollment. High school students enrolling concurrently in off-campus classes may enroll in only liberal arts and science courses.

A student who is otherwise eligible under these regulations may enroll in a maximum of nine semester credit-hours during a summer session or term at a college or university of the state system without the necessity of being concurrently enrolled in high school classes during the summer term. Students wishing to exceed this limit may petition the selected higher education institution. The appropriate institutional officials will evaluate the student's academic performance and potential for success in determining the student's load, which may not exceed the number of semester-credit-hours 50 percent greater than the number of weeks in the applicable semester/term.

The completion of the high school curricular requirements shall not be required of concurrently enrolled high school students for purposes of admission. (Students may enroll only in curricular areas where the student has met the curricular requirements for college admission.) Concurrently admitted high school students will not be allowed to enroll in any zero-level courses offered by colleges and universities designed to remove high school deficiencies.

Following high school graduation, a student may continue enrollment at the institution to which the student has been admitted or may transfer to another institution in the state system, provided that during the provisional enrollment period the student has achieved a college grade point average of 2.0 or above on a 4.0 scale and meets the entrance requirements of the receiving institution, including the high school curricular requirements.

When a student earns college credit through concurrent enrollment, the school district will be required to provide academic credit for any concurrently enrolled higher education courses that are correlated with the academic credit awarded by the institution of higher education. The district cannot transcript the academic credit as "elective credit" unless there is no correlation between the concurrent enrollment higher education course and a course provided by the school district.

ONLINE INSTRUCTION

Online instructional programs offered for instructional purposes and/or high school credit shall be approved by and under the supervision of the Lawton Board of Education. The proposed course(s) may be evaluated by the State Department of Education. The district may provide a virtual instruction or distance learning program on dates to be determined by the Superintendent. This power shall be provided by the board of education so that the students of the district may be allowed to continue instruction in the event of a school closure for an emergency. Such dates shall be provided to parents and students on the school website with as much advance notice as possible under the circumstances. Students and staff will be expected to participate, and attendance shall be taken in accordance with district attendance policies and procedures for students and employees. The school district will provide resources to ensure that all student have access to virtual or distance learning programs. All instruction will be provided in compliance with Oklahoma's Academic Standards. Grades will be assigned which will reflect the progress of the student with regard to assignments and/or tests provided. Students will be allowed to participate in extracurricular activities in accordance with requirements set by the school district.

Definitions

Synchronous instruction occurs when the instructor and student's primary interactions are in real-time. Regular classroom instruction is synchronous instruction, as well as two-way interactive video. Web-based instruction that requires real-time interaction between student(s) and instructor as the primary format of instruction is also synchronous instruction.

Asynchronous instruction is not dependent on instructor and student interaction in real time. Asynchronous instruction allows the student to engage in learning activities anywhere at any time. For instruction to be considered asynchronous, the primary format of instruction does not depend on real-time interaction of the participants.

Supplemental online course is an online program that allows students who are enrolled in a public school to supplement their education by enrolling part time in online courses that are educationally appropriate for the student, which are equal to the equivalent of classroom instruction time required by student attendance and participation in the district.

Educationally appropriate means any instruction that is not substantially a repeat of a course or portion of a course that the student has successfully completed, regardless of the grade of the student, and regardless of whether a course is similar to or identical to the instruction that is currently offered in the school district. The determination of educationally appropriate will be made at the local school district level.

Distance learning plan means a plan implemented under a public school or charter school's distance learning policy, describing any means by which instruction will be delivered to students outside a traditional school setting. A distance learning plan must meet the requirements set forth in the state accreditation standards.

Two-way interactive video instruction provides for real-time (synchronous) interaction between student(s) and instructor by means of an electronic medium that provides for both audio (sound) and video (sight) signal. Students and instructors participating in two-way interactive video instruction may both see and hear each other in an approximation of real-time.

Virtual instruction means the use of the internet or other such digital information transmission systems as the primary medium of instruction. Virtual instruction may be synchronous or asynchronous or may become synchronous or nonsynchronous instruction.

ONLINE INSTRUCTION (Cont.)

In the event of an emergency declared by a federal or state government entity that impacts the operation of public schools in Oklahoma, or upon an action taken by the State Board of Education declaring such an emergency that leads to the temporary emergency closure of school campus or otherwise significantly impairs the operation of public schools in Oklahoma, the school district may implement distancing learning plans which provide for distance learning that is accessible to all students.

The district may provide for short-term implementation of a distance learning plan due to a localized emergency such as a weather-related school closure or a localized public health emergency. The school calendar may include one or more emergency closure “makeup days” to be delivered through the distance learning plan.

Prior to the implementation of virtual or distance learning plans the district will survey parents and guardians regarding educational services and technology capabilities. After surveying parents and guardians, the district shall make individualized determinations of which students would be able to access virtual instruction. Those students unable to access virtual instruction would be provided an equitable education through distance learning options.

Guidelines

Prior to offering an online instructional course, the board of education shall comply with the following guidelines recommend by the State Department of Education:

1. Virtual instruction, distance learning, and two-way interactive video instruction shall be viewed as methods by which the school district can expand the course offerings and access to instructional resources. These technologies should not be viewed solely as substitutes for direct, face-to-face student and teacher interactions, but as a means of expanding the ability of the district to bring the world of knowledge to the students.
2. The board of education will grant students credit for completion of courses offered by means of online instruction. School district policies governing grading scales and credits earned shall be applied to Oklahoma Supplemental Online Course Program courses under the same criteria as courses offered by the school district. A grade assigned for course credit that was completed through the supplemental online program shall be treated the same as any other course offered by the district.
3. Only students who are enrolled in this district, either as resident students or transfer students, will be granted access to supplemental online courses. Records of student enrollment and attendance shall be maintained through the school’s authorized student information system consistent with state accreditation standard requirements.
4. Requests for enrollment in supplemental online courses shall be as follows:
 - a. Interested students shall be required to fill out a request for enrollment in supplemental online course(s) form.
 - b. The principal or designee shall evaluate the application and determine whether the supplemental online course is educationally appropriate for the student.
 - c. If the supplemental online course is not deemed to be educationally appropriate, notification shall be provided to the student in writing as to the reasons in support of the principal’s recommendation and the student shall be afforded the opportunity to appeal the principal’s decision to the local school board. The decision of the local board with regard to whether a course is educationally appropriate is final and nonappealable. A copy of the notification shall be provided to the Director of Instructional Technology at the State Department of Education.

ONLINE INSTRUCTION (Cont.)

5. If enrollment in the supplemental online course is allowed, the principal shall appoint a certified staff member to serve as the building level contact person to assist students enrolling in on-line courses and to serve as a liaison to the on-line teachers and provider(s). Students shall have a grace period for withdrawal from a supplemental online course of fifteen (15) calendar days from the first day of a supplemental online course enrollment without academic penalty. A written request for withdrawal should be provided to the principal from the student prior to the expiration of the fifteen (15) day period.
6. Students earning credit by means of virtual instruction shall participate in required state-level academic assessments in the same manner as other regularly enrolled students within the district.
7. Courses offered for credit by means of virtual instruction shall be aligned with the Oklahoma Academic Standards (OAS).
8. Student progress shall be monitored on a weekly basis by the supplemental online course provider. Attendance/participation in a supplemental online course shall be monitored in accordance with local district policy and determined by documented student/teacher/course interaction that may include, but is not limited to, online chats, emails, posting/submission of lessons. The student may be counted “present” or “in attendance” when the supplemental online course provider provides evidence of student/teacher/ course interaction that demonstrates student progress toward learning objectives and demonstrates regular student engagement in course activity. Supplemental online course providers shall make available to students, parents, and the school district reports that reflect daily attendance/participation, progress reports, and grades. Such attendance/participation reports, progress reports, and grades shall be provided on a regular weekly basis to parents and the school district via electronic format. The district will review progress reports and grades twice per month.
9. The security of individual student data and records shall be maintained and receive the same protection afforded students under state and federal laws. No individual student data obtained through participation in online instruction courses shall be used for any purposes other than those that support the instruction of the individual student. Under all circumstances the provision of the Family Educational Rights and Privacy Act (FERPA) apply to student data held or accessed by any public school or its contractors or agents, including any contracted provider of virtual instruction or other distance learning media.
10. District level aggregated data obtained through participation in online instruction courses shall be utilized for education purposes only and shall not be provided to commercial entities.
11. All federal and state statutes and regulations pertaining to student privacy, the transmission or posting of images or other content on the internet or World Wide Web, copyright of materials, Federal Communications Commission rules pertaining to the public broadcasting of audio and video, and other such issues shall be adhered to by the district.
12. Prior to the beginning of instruction, cooperating school districts sharing courses by means of two-way interactive video technology shall, by means of contractual agreement, address such issues as the instruction costs, bell schedules, school calendars, student behavior, teacher evaluation, textbooks, class periods, student grades and grading policies, teacher load, and instructor employment.

ONLINE INSTRUCTION (Cont.)

13. Contractual agreements shall be established between the school district and parent(s), or legal guardian, of students participating in alternative instructional delivery system courses prior to the beginning of instruction. These contracts may address such issues as grading criteria, time allotted for course completion, student attendance, and the responsibility for course costs and equipment.
14. Instructors of virtual courses shall be: (a) certified in Oklahoma or another state to teach in the content area of the course offered, or (b) a faculty member at an accredited institution of higher education, possessing the specific content expertise necessary to teach the course.
15. Participation in the distance learning plan must be accessible to every student regardless of household resources. If the school district delivers its home-based education program solely through virtual instruction, any participating student who does not already have access to the necessary connectivity and/or devices shall be provided the connectivity and devices necessary to access the instruction free of charge. If the district cannot provide connectivity and devices for all students due to limitations such as budget and/or geography, the distance learning plan must provide for alternative methods to deliver equitably equivalent instruction to all students.
16. Annually, the board of education shall establish fees or charges for the provision of alternative instructional delivery system courses. The district shall not be liable for payment of any fees or charges for any online course for a student who has not complied with district policies and procedures.

REFERENCE: 70 O.S. §1-111

A POLICY ON THIS SUBJECT IS REQUIRED BY LAW.

PROMOTION AND RETENTION

The Lawton Board of Education believes the primary goal of the educational process is to educate. The board also believes that since each child develops physically, mentally, emotionally, and socially at an individual rate, not all children will complete twelve grade levels of work at the same rate. Therefore, for some children, more than twelve years of public education are necessary to achieve the minimal standards of an appropriate education.

Students in special education are excluded from this policy and will be advanced or retained in accordance with their Individual Educational Program as created by their IEP team.

Grade level placement in the elementary and in the junior high school will be based upon the child's maturity (emotional, social, mental, and physical), chronological age, school attendance, effort, and marks achieved. Standardized test results can be used as one means of judging progress. The grade marks earned by the child throughout the year shall reflect the probable assignment for the coming year. Assignment of grade marks will not be used as a means of discipline or reward under any circumstances.

Whenever a teacher or a placement committee recommends that a student be retained at the present grade level or not receive a passing grade in a course; the parent(s) or guardian, if dissatisfied with the recommendation, may appeal the decision by complying with the district's appeal process. The decision of the board of education shall be final. The parent(s) or guardian may prepare a written statement to be placed in and become a part of the permanent record of the student stating the parent(s)'s or guardian's reason(s) for disagreeing with the decision of the board.

A grade mark on a report card at the end of the grading period shall not fulfill the teacher's responsibility in reporting a child's progress to the child's parent(s) or guardian. Informal notes and personal conferences are necessary to help the teacher and the parent(s) or guardian understand the child's development and progress. The parent(s) or guardian shall be informed, and a conference scheduled if the parent(s) or guardian desire, when it becomes apparent that a child may need to remain at a grade level.

Upon request of the student, or the student's parent(s) or guardian, a student who has been recommended for retention, is failing a grade, or seeks advancement will be given the opportunity to demonstrate proficiency in the Oklahoma Academic Standards (OAS) for the applicable grade level or course. Proficiency will be demonstrated by some means of district approved assessment or evaluation appropriate to the curriculum area.

Students demonstrating proficiency in a set of competencies at the 80% level shall be advanced to the next level of study in the appropriate curriculum area(s). This decision will take into consideration such factors as social, emotional, physical, and mental growth. The school will confer with parents or guardians in making such promotion/acceleration decisions.

Elementary, middle level, or high school students may demonstrate proficiency in the PASS Outcomes for grades 9-12 high school curriculum areas. Appropriate notation will be placed on the high school transcript. The unit(s) shall count toward meeting the requirements for the high school diploma.

The superintendent is directed to establish a regulation containing criteria to be used by the administration in considering students for promotion or retention.

REFERENCE: 70 O.S. §24-114.1
70 O.S. §11-103.6

GRADUATION REQUIREMENTS

The Lawton Board of Education recognizes that a 12-year course of study in certain specific subject areas has proven to be beneficial in assisting students to become productive citizens and to prepare for advanced study. Therefore, it is the policy of the board of education that a minimum of 23 units of credit be earned in the subject areas listed below to be eligible for graduation. All students, in order to graduate from an Oklahoma public school, will be required to complete the “college preparatory/work ready curriculum units or sets of competencies” at the secondary level. A student will be allowed to enroll in the core curriculum in lieu of the requirements of the college preparatory/work ready curriculum upon the written approval of the parent or legal guardian of the student. Current state graduation requirements will be deemed to be the “core curriculum” option. The “college preparatory/work ready curriculum” will include the following:

4 units of English to include Grammar, Composition, Literature, or any English course approved for college admission requirements;

3 units of mathematics, limited to Algebra I, Algebra II, Geometry, Trigonometry, Math Analysis, Calculus, Advanced Placement Statistics or any mathematics course with content and/or rigor above Algebra I and approved for college admission requirements;

3 units of laboratory science, limited to Biology, Chemistry, Physics, or any laboratory science course with content and/or rigor equal to or above Biology and approved for college admission requirements;

3 units of history and citizenship skills, including one unit of American History, one-half unit of Oklahoma History, one-half unit of United States Government and one unit from the subjects of History, Government, Geography, Economics, Civics, or Non-Western culture and approved for college admission requirements;

2 units of the same foreign or non-English language or two units of computer technology approved for college admission requirements, whether taught at a high school or technology center school, including computer programming, hardware, and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing courses;

1 additional unit selected from the above categories or career and technology education courses, concurrently enrolled course, Advanced Placement courses or International Baccalaureate courses approved for college admission requirements; and

1 unit or set of competencies of fine arts, such as music, art, or drama, or 1 unit or set of competencies of speech.

In order to graduate from the district with a standard diploma, students shall complete the following core curriculum units at the secondary level:

GRADUATION REQUIREMENTS (Cont.)**Science**

- 3 units or sets of competencies of laboratory science approved for college admission requirements:
 - 1 unit or set of competencies of life science, meeting the standards for Biology I;
 - 1 unit or set of competencies of physical science, meeting the standards for Physical Science, Chemistry or Physics; and
 - 1 unit or set of competencies from the domains of physical science, life science or earth and space science such that content and rigor is above Biology I or Physical Science.

Language Arts

- 4 units or sets of competencies
 - 1 unit of Grammar and Composition and
 - 3 units which may include
 - American Literature
 - English Literature

World Literature

Advanced English Courses

Other English courses with content and/or rigor equal to or above grammar and composition

Social Studies

- 3 units or sets of competencies
 - 1 unit of United States History
 - $\frac{1}{2}$ to 1 unit of United States Government
 - $\frac{1}{2}$ unit of Oklahoma History
 - $\frac{1}{2}$ unit to 1 unit which may include:
 - World History
 - Geography
 - Economics
 - Anthropology
 - Other social studies courses with content and/or rigor equal to or above United States History, United States Government, and Oklahoma history

GRADUATION REQUIREMENTS (Cont.)**Mathematics**

3 units or sets of competencies

1 unit of Algebra I ¹
and

2 units which may include:

Algebra II

Geometry ¹

Trigonometry

Math Analysis or Precalculus

Statistics and/or Probability

Calculus

Computer Science or acceptance and successful completion of one (1) year of a full-time, three-hour career and technology program leading to an industry credential/certificate or college credit. The list of accepted industry valued credentials shall be reviewed annually and updated at least every three (3) years by the State Board of Career and Technology Education.

Intermediate Algebra

Mathematics of Finance

Contextual mathematics courses that enhance technology preparation whether taught at a (1) comprehensive high school, or (2) technology center school when taken in the tenth, eleventh, or twelfth grade, taught by a certified teacher, and approved by the State Board of Education and the district board of education

Mathematics courses taught at a technology center school by a teacher certified in the secondary subject area when taken in the tenth, eleventh, or twelfth grade upon approval of the State Board of Education and the district board of education

Other mathematics courses with content and/or rigor equal to or above Algebra I

A science, technology, engineering and math (STEM) block course.

The Arts and Computer Education

1 unit or set of competencies which may include, but is not limited to, courses in Visual Arts and General Music and 1 unit or set of competencies of computer technology, whether taught at a high school or a technology center school, including computer programming, hardware and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing classes

Electives

8 units or sets of competencies

In addition to the curriculum requirements, students shall complete the requirements for a personal financial literacy passport as set forth in the Passport to Financial Literacy Act.

All students are strongly encouraged to complete two units or sets of competencies of foreign language classes and two units or sets of competencies of physical and health education as part of the core curriculum.

GRADUATION REQUIREMENTS (Cont.)

Credit may be given for the above-referenced classes when the courses are taken in the seventh or eighth grades if the teachers are certified or authorized by law to teach the subjects for high school credit and the required course rigor is maintained.

Courses offered by a supplemental education organization that is accredited by a national accrediting body and that are taught by a certified teacher and which provide for the teaching and learning of the appropriate skills and knowledge in the OAS (Oklahoma Academic Standards) may, upon approval of the State Board of Education and the school district board of education, be counted for academic credit and toward meeting state graduation requirements.

No student will be allowed to receive credit more than once for completion of the same unit or sets of competencies. All of the above-referenced classes may not be offered by the district. However, sufficient courses shall be offered to allow students to meet the graduation requirements during the secondary grade years of the student.

The remaining units need to consist of coursework designed to meet the individual needs and interests of the student. However, all students in grades nine through twelve are required to enroll in a minimum of six periods, or the equivalent in block scheduling, of rigorous academic and/or rigorous vocational courses each day, which may include arts, vocal and instrumental music, speech classes, and physical education classes.

Students who transfer into this school district from out of state after their junior year of high school shall not be denied, because of differing graduation requirements, the opportunity to be awarded a standard diploma. This applies to students who would be unable to meet the specific graduation requirements listed above without extending the date of graduation. Exception from the graduation requirements will be based on rules established by the State Department of Education. All exceptions and the reasons therefor shall be reported to the State Department of Education on or before July 1 of each year.

Early graduation from high school is not offered by this district. Students are expected to complete eight (8) semesters of high school in order to graduate and receive a diploma.

All course credit earned through examination by students in required curriculum areas shall be appropriately noted on the student's transcript and/or student record. Completion may be recorded with a letter grade or pass notation, credits earned by a student through examination in accordance with the provisions of 210:35-27-2 shall be transferrable to or from any other school district within the State of Oklahoma in which the student was enrolled, is currently enrolled, or may be enrolled. Credit for units of secondary coursework in curriculum areas required for graduation count toward meeting the requirements for the high school diploma.

Beginning with the 2015-2016 school year, all students shall be required to receive instruction in cardiopulmonary resuscitation (CPR) and the awareness of the purpose of an automated external defibrillator at least once between ninth grade and high school graduation. A school administrator may waive this requirement for an eligible student who has a disability. A student may also be excused from this requirement if a parent or guardian of the student objects in writing.

Students who start ninth grade prior to or during the 2016-2017 school year will be required to complete an assessment in order to graduate with a standard diploma. The assessment required will be one that is required or has been required by the Oklahoma School Testing Program or an alternate assessment as approved by the superintendent.

GRADUATION REQUIREMENTS (Cont.)

The highest-achieved score on the assessment and any business and industry-recognized endorsements attained will be reflected on the student's transcript.

REFERENCE: 70 O.S. § 11-103.2c
70 O.S. § 11-103.6
70 O.S. § 1210.199
70 O.S. § 1210.508

SCHOOL COUNSELOR

The school counselor is a member of the teaching team. The counselor is concerned for the welfare of the child, instructional goals of the teachers, and communication between home, school, and the community.

Student referrals to the school counselor are made by the principal and teachers. The counselor will be available from 8:00 a.m. to 3:00 p.m. each school day. Parents may request a referral to the counselor, as well as schedule a conference with a counselor. Students may make arrangements to visit the counselor through their homeroom teachers.

TESTING PROGRAM

It is the policy of the Lawton Board of Education to take part in testing programs with the aim of providing information designed to help all students recognize their abilities and to help in planning their school work. A well-rounded testing program has been developed that can be very valuable to each student. The board recognizes that information relative to the personality, environment, home life, parental or family relationships, economic status, religious beliefs, patriotism, sexual behavior or attitudes, or sociological problems of a student is privileged and confidential. Such information shall not be tested for and if revealed shall be discarded.

The following guidelines exist for the participation of children with disabilities in district-wide assessments: Each student's IEP shall address guidelines for participation in district assessments, with appropriate modifications and accommodations. The IEP team may determine that the student is unable to participate in standard district assessments. Such a determination will be noted in the child's IEP.

Annually, on a date to be determined by the superintendent, the district will provide information to the district's students, parents of students, and the public at large about the proper meaning and use of tests administered pursuant to the Oklahoma School Testing Program Act. Additionally, each school site within this district shall notify each student's parents of the school's performance levels in the Oklahoma School Testing Program at the end of each school year.

The superintendent is directed to establish a regulation governing the use of testing programs. Such regulation, when approved by the board, shall be incorporated into this policy and shall be made a part thereof.

REFERENCE: 20 U.S.C. §1232h(a)
70 O.S. §11-107
70 O.S. §1210.507

READING SUFFICIENCY TESTING

Reading sufficiency testing will be conducted in this school district to ensure that each student has attained the necessary reading skills upon completion of the third grade.

Every student enrolled in kindergarten, first, second, and third grades shall be assessed at the beginning, middle, and end of each school year using a screening instrument approved by the State Board of Education for the acquisition of reading skills including, but not limited to, phonemic awareness, phonics, reading fluency, vocabulary, and comprehension. ~~by~~ Any student who is assessed and found not to be reading at the appropriate grade level before the close of each school year shall be provided a program of reading instruction designed to enable the student to acquire the appropriate grade level reading skills. The program of reading instruction required shall align with the subject matter standards adopted by the State Board of Education and shall include provision of the READ Initiative adopted by the school district. A program of reading shall also include, but not be limited to:

1. Sufficient additional in-school instructional time for the acquisition of phonemic awareness, phonics, spelling, reading fluency, vocabulary, and comprehension;
2. If necessary, tutorial instruction after regular school hours, on Saturdays, and during the summer; however, such instruction may not be counted toward the 180 day or 1080 hour school year required by law;
3. Assessments identified for diagnostic purposes and periodic monitoring to measure the acquisition of reading skills including, but not limited to, phonemic awareness, phonics, reading fluency, vocabulary, and comprehension, as identified in the student's program of reading instruction.

The program will be continued until the student is determined by the results of approved reading assessments to be meeting grade level targets in reading. The program of reading instruction for each student shall be developed by a Student Reading Proficiency Team and shall include supplemental instructional services and supports in reading until the student is determined by the results of a screening instrument to be meeting grade level targets in reading. Each team for a first or second grade student shall be composed of:

- a. The parent(s) or guardian of the student,
- b. The teacher assigned to the student who had responsibility for reading instruction in that academic year,
- c. A teacher who is responsible for reading instruction and is assigned to teach in the next grade level of the student, and
- d. A certified reading specialist, if one is available.

Teams for third grade students shall be comprised of:

- a. The parent(s) or guardian of the student,
- b. The teacher assigned to the student who had responsibility for reading instruction in that academic year,
- c. A teacher in reading who teaches in the subsequent grade level, and
- d. A certified reading specialist.

The district reading sufficiency plan shall be adopted and annually updated, with input from school administrators, teachers, and parents, and if possible a reading specialists, and which shall be submitted to and approved by the State Board of Education. This plan shall include a plan for each site that includes an analysis of the data provided by the Oklahoma School Testing Program and other reading assessments utilized which outlines how each school site shall comply with the provision of the Reading Sufficiency Act.

READING SUFFICIENCY ACT, (Cont.)

REFERENCE: 70 O.S. §1210.508A, et seq.

NOTE: Referenced statute requires each school district to adopt and annually update a district plan that includes a plan for each site and which outlines how each school site will comply with the provisions of the Reading Sufficiency Act.

TESTING PROGRAM STUDENT SURVEYS (REGULATION)

The board of education recognizes surveys can be a valuable resource for schools and communities in determining student needs for educational services. Such collection of input from students and parents may be used to assist school staff in decision-making related to curriculum and instruction and in program development and operations. To this end, the board supports the use of appropriate surveys in accordance with the guidelines contained in these regulations.

Administrators, teachers, other staff members, and the board of education may use surveys for many purposes, which may include, but are not limited to, the need for student services, the determination of prevailing views pertaining to proposed policies and/or practices, or the determination of student knowledge and/or attitudes related to a specific subject or unit. These are examples of surveys and not intended to be an all-inclusive listing. Administrative approval is required for surveys. Responses will not be used in any identifying manner.

Surveys used in any experimental program or research project will be subject to the requirements outlined in policy found elsewhere in this manual. (See GVA-P.) Parents shall have the right to inspect all instructional material that will be used for a survey, analysis, or evaluation as part of a federal program.

Prior to administering a survey, the board of education must approve all those that are received by the superintendent that include reference to any of the factors listed below. No student may, without prior parental consent, take part in a survey, analysis, or evaluation in which the primary purpose is to reveal information concerning:

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

Prior consent to any such survey, analysis, or evaluation means the prior written consent of the student's parent or guardian or, if the student is emancipated, of the student.

Surveys conducted for other agencies, organizations, or individuals must have the recommendation of the superintendent of schools and the approval of the board of education as to content and purpose. The results of such approved surveys must be shared with the board of education.

TESTING PROGRAM, STUDENT SURVEYS, REGULATION (Cont.)

Parents/guardians shall have the right to inspect, upon their request, a survey created by a third party before the survey is administered or distributed by a school to a student. Such requests shall be made in writing with a response to be at least two weeks in advance of any survey to be given.

Overall survey results following decisions must be shared with all parties who request such information.

Parents/guardians shall be notified at least annually, at the beginning of the school year, of this policy and when enrolling students for the first time in district schools. This notification must explain that parent/guardians, or students 18 or older, have the right to “opt the student out of participation,” in writing, in the following activities:

1. The collection, disclosure, and use of personal information gathered from students for the purpose of marketing or selling that information. This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to students, such as:
 - A. College or other postsecondary education recruitment, or military recruitment;
 - B. Book clubs, magazines, and programs providing access to low-cost literary products;
 - C. Curriculum and instructional materials used in schools;
 - D. Tests and assessments;
 - E. Student recognition programs; and
 - F. The sale by students of products or services to raise funds for school-related activities.
2. The administration of any survey that delves into the restricted sensitive subject areas identified and listed above; or
3. The administration of any non-emergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school not necessary to protect the immediate health or safety of the student or other students and not otherwise permitted or required by state law.

Parents/guardians of a student shall also have the right to inspect, upon request, any instructional material used as part of the educational curriculum.

Definitions

The term “survey” includes an evaluation.

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

TESTING PROGRAM, STUDENT SURVEYS, REGULATION (Cont.)

The term “personal information” means individually identifiable information, include a student’s or parent’s name, address, telephone number, or social security number.

The term “instructional material” means instructional content that is provided to a student, regardless of format. It does not include tests or academic assessments.

These terms do not include ordinary classroom activities or teaching techniques.

These rights transfer from the parent to a student who is eighteen (18) years of age or an emancipated minor.

Parents who believe their rights have been violated may file a complaint with the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue SW, Washington D.C. 20202-8520

***THIS POLICY REQUIRED BY THE
EVERY CHILD SUCCEEDS ACT OF 2016.***

MILITARY RECOGNITION

The legislature of the state of Oklahoma has designated the second Tuesday of April as the Oklahoma National Guard and the 45th Infantry Division Appreciation Day. The school district may consider planning an event to show appreciation for the brave and courageous deeds exhibited by the members of the Oklahoma National Guard and 45th Infantry Division.

The legislature of the state of Oklahoma has also designated the date of November 11 as "Veterans Day" and the week in which November 11 falls is hereby designated "Celebrate Freedom Week" for the public schools of Oklahoma. If the date of November 11 falls on a Saturday or Sunday or if classes are not in regular session, Veterans Day will be observed on the preceding school day. If Veterans Day falls on a Sunday, the following week will be Celebrate Freedom Week.

The Board of Education shall ensure that on Veterans Day each school in this district will conduct and observe an appropriate program of at least one class period to remember and honor American veterans. If scheduling allows, the schools may choose to have a moment of silence beginning at 11:00 a.m. on November 11 of each year. This activity is intended to serve to educate students about the termination of World War I at 11:00 a.m. on November 11, 1918.

During Celebrate Freedom Week, students in grades three through twelve shall study and recite the following text:

"We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed."

Students may be excused from the recitation of the text set forth above if:

1. The parent or guardian of the student submits to the school district a written request that the student be excused;
2. As determined by the school districts, the student has a conscientious objections to the recitation; or
3. The student is the child of representative of a foreign government to whom the United State government extends diplomatic immunity.

REFERENCE: 70 O.S. §24-152

ANIMALS IN SCHOOL

It is the policy of the Lawton Board of Education that students, staff, and/or patrons will not bring animals onto school premises except in connection with an organized and approved school activity, or as otherwise authorized by the appropriate building principal. Written permission must be obtained from the appropriate building principal before animals are brought to school or to any school activity. Service animals will be allowed in accordance with federal law. Members of the public, staff, and students shall not be allowed to bring emotional support animals and therapy animals which do not meet the definition of a service animal on school property. An exception may be made by the superintendent for emotional support animals and therapy animals to be brought onto school premises by the school counselor for the benefit of the student body. The district shall post a sign in a conspicuous location outside the entrance of each school building stating which animals or types of animals are prohibited in accordance with Oklahoma law. The sign posted will indicate that service animals are permitted in accordance with federal law.

Authorized animals must be adequately housed and cared for while on school grounds. Only the teacher, or students designated by the teacher, may handle the animals. If dogs are allowed to be on school grounds by the principal, the dogs must be leashed at all times and not permitted to run at large.

If animals are to be kept on school grounds on days when classes are not in session, arrangements must be made for their care.

If a staff member or student has been bitten by an animal and the skin has been pierced, the incident must be reported immediately to the school office by the student or the supervising adult. The principal will notify public health authorities and cause the animal to be impounded for observation. Public health authorities will determine the appropriate term of confinement of the animal and method of observation.

Service animals perform some of the functions and tasks that individuals with disabilities cannot perform themselves. Service animals are not pets. There are several kinds of service animals that assist individuals with disabilities. Examples include, but are not limited to, animals that:

1. Assist individuals who are blind or have severe sight impairments,
2. Alert individuals with hearing impairments to sounds,
3. Pull wheelchairs or carry and pick-up items for individuals with mobility impairments, and
4. Assist individuals with mobility impairments with balance.

The district shall not assume or take custody or control of, or responsibility for, any service animal or the care or feeding thereof. The owner or person having custody and control of the service animal shall be liable for any damages to persons, premises, property, or facilities caused by the service animal, including, but not limited to, clean up, stain removal, etc. If a service animal is not "house broken" the service animal will be denied access to school district property.

If, in the opinion of the Superintendent or designee any service animal is out of control in the school setting or during District transportation, the matter shall be immediately reported to local law enforcement. The parent or guardian of the student having custody and control of the service animal will be required to remove the service animal from District premises immediately.

LEGAL AUTHORITY: **4 O.S. § 801**

SEXUAL HARASSMENT OF STUDENTS

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

1. Sexual Harassment

For the purpose of this policy, sexual harassment includes:

- A. 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.
- B. 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 may constitute sexual harassment.
- C. Writing graffiti that names a student or otherwise identifies a student is potentially slanderous and constitutes sexual harassment. 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.
- D. Any of the aforementioned conduct that effectively deprives a student of access to educational opportunities or benefits provided by the school.

2. Specific Prohibitions

A. Administrators and Supervisors

- 1. It is sexual harassment for an administrator, supervisor, support employee, or teacher to use his or her authority to solicit sexual favors or attention from students.
- 2. 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.
- 3. 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), 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 20 constitutes a crime under Oklahoma law.

SEXUAL HARASSMENT OF STUDENTS (Cont.)**3. Report, Investigation, and Sanctions**

- A. 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 Sexual Discrimination Grievance policy. The Office of Civil Rights relies on school administrators' judgment and common sense in meeting the requirements of the federal law.
 - 1. Students who feel that administrators, supervisors, support personnel, teachers, or other students are subjecting them to sexual harassment are encouraged to report these conditions, or have their parents 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.
 - 2. Every attempt will be made to maintain confidentiality; however, absolute confidentiality cannot be guaranteed because of due process concerns that arise in sexual harassment investigations. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- B. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of sexual harassment.
- C. 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.
- D. 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.
- E. A copy of this Sexual Harassment policy will be provided to students and parents each year.
- F. Special effort will be made to apprise district administrators, teachers, and counselors of their obligation to receive student complaints of sexual harassment, document such complaints, and forward them to the grievance committee.

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

SEXUAL HARASSMENT INCIDENT REPORT FORM

Date: _____ Time: _____ Room/Location: _____

Student(s) Initiating Alleged Sexual Harassment:

_____ Grade: _____ Class: _____

_____ Grade: _____ Class: _____

Student(s) Affected:

_____ Grade: _____ Class: _____

_____ Grade: _____ Class: _____

Check all spaces below that apply. Adult stated or identified inappropriate behaviors as:

_____ Name Calling

_____ Stalking

_____ Inappropriate Gesturing

_____ Staring/Leering

_____ Writing/Graffiti

_____ Threatening

_____ Taunting/Ridiculing

_____ Inappropriate Touching

_____ Other _____

_____ Spitting

_____ Demeaning Comments

_____ Stealing

_____ Damaging Property

_____ Shoving/Pushing

_____ Hitting/Kicking

_____ Flashing a Weapon

_____ Intimidation/Extortion

Describe the incident:

Witnesses Present: _____

Physical evidence: Graffiti _____ Notes _____ E-mail _____ Web sites _____ Video/audio tape _____

Other _____

Staff signature _____

Parent(s) contacted: Date _____ Time _____

Administrative response taken:

**WRITTEN NOTICE TO KNOWN PARTIES
REGARDING ALLEGATIONS OF SEXUAL HARASSMENT**

On the ____ day of _____, 20____, the district received formal notification of an allegation of sexual harassment. The respondent is presumed not responsible for the conduct. Responsibility will be determined at the conclusion of the grievance process. Both parties are entitled to have an advisor and to review and inspect evidence. The district's student discipline policies prohibit making false statements or providing false information in the grievance process. Both parties will be treated equally during the investigation and process to resolve the allegations. The district's grievance procedure is located at policy FB, a copy of which is attached to this correspondence, and includes the following steps:

1. Informal resolution. If the parties' consent, informal resolution procedures may be utilized to resolve the allegation.
2. Notice and Summary of Allegations. (Sufficient details must be included here to allow the respondent to prepare a response).
3. Investigation of Allegations. The school district has designated _____ to act in the role of the investigator. Contact information is as follows: (insert contact information).
4. Interviews. Interviews may be scheduled in accordance with school district policy.
5. Evidence. Both parties will have the right to review all evidence that is directly related to the allegations in the complaint.
6. Report. A written investigation report will be provided to both parties at least ten days prior to a hearing or determination of responsibility.
7. Hearing. The Title IX coordinator will determine on a case by case basis as to whether the hearing will be a live hearing or whether it will be a written hearing.
8. Determination of Responsibility. A decisionmaker, who is not the Title IX coordinator or the investigator, will apply (a preponderance of the evidence or a clear and convincing evidence standard) to determine responsibility and will issue a written determination.
9. Appeals. An appeal may be filed by either party in accordance with district policy.

Records of this allegation will be maintained for a minimum of seven (7) years.

At this time, the respondent may prepare a written response before an initial interview. The interview is tentatively scheduled for _____, and will be held at _____. If you have any questions, please contact me at _____.

Sincerely,

Title IX Coordinator

WRITTEN REPORT

On the ____ day of ____, 20__ an allegation of sexual harassment was provided to the school district. The allegations were as follows (insert allegations in summary format). I conducted an investigation into the allegations as follows (summarize investigation and include evidence).

This document is formal notice to both parties of the evidence.

Sincerely,

Investigator

STUDENT RESIDENCY

It is the policy of the Lawton Board of Education that the residence of any child for school purposes shall be the legal residence of the parents, guardian, or person having legal custody within the district as defined in 70 O.S. §1-113 (C). Provided that such parent, legal guardian, person, or institution having legal custody contributes in a major degree to the support of such child. Provided, further, that any child residing in the district who is entirely self-supporting shall be considered a resident of the school district if the child works and attends school in the school district. Questions concerning legal residence of children shall be determined pursuant to procedures utilized by the State Department of Education in accordance with 70 O.S. §1-113.

An adult who does not fall within the categories listed above, who holds legal residence in the district, and who has assumed permanent care and custody of the child may file an affidavit with the school district attesting that custody has been assumed. The affidavit must include the reasons for assuming custody. The residency officer shall consider the facts of each case and shall approve residency only if it is demonstrated that the custody arrangement is permanent and the adult contributes in a major degree to the support of the child.

The superintendent or designee may require the submission of evidence of residency in order to determine whether the student is eligible to attend the public schools or programs without payment of nonresident tuition. Such evidence may include, but is not necessarily limited to, the following:

1. Proof of payment of local personal income tax or ad valorem taxes;
2. 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 actually resides;
3. Proof of provisions of utilities;
4. A valid, unexpired motor vehicle operator's permit or motor vehicle registration;
5. Maintenance of voter registration;
6. Notarized affidavit verifying residency and that the affiant has assumed the permanent care and custody of the student. (The filing of a false affidavit shall be subject to punishment in accordance with 70 O.S. §1-113(A)(1).)

Homeless Students

In accordance with the Federal McKinney Homeless Assistance Act, homeless children shall have access to the same free and appropriate public education as provided to other children. The board shall make reasonable efforts to identify homeless children within the district, encourage their enrollment, and eliminate existing barriers to their education that may exist in district policies or practices. No child or youth shall be discriminated against in this school district because of homelessness.

Children are deemed to be homeless under the following conditions:

1. A child who is lacking a fixed regular and adequate nighttime residence and who has a primary nighttime residence that is a publicly or privately operated shelter designed to provide temporary living accommodations, a

STUDENT RESIDENCY (Cont.)

temporary residence prior to institutionalization, or a place not designed or ordinarily used as a regular sleeping accommodation for human beings.

2. A child who is placed in a transitional or emergency shelter before placement in a foster home or home for neglected children.
3. A child who is temporarily living in a trailer park or camping area due to lack of adequate living accommodations.
4. A child who is living in doubled-up accommodations due to loss of housing or other similar situation.
5. A migratory child who is staying in accommodations not fit for habitation.
6. A child who has run away from home and lives in a runaway shelter, abandoned building, the street, or other inadequate accommodations.
7. A child who is placed in a state institution because s/he has no other place to live.
8. A child who has been abandoned by his/her family and who is staying in a hospital.
9. A child whose parents or guardian will not permit him/her to live at home and who lives on the street, in a shelter, or in other transitional or inadequate accommodation.
10. School-age unwed mothers or expectant mothers who are living in homes for unwed mothers because they have no other available living accommodations.

The district administration shall attempt to remove existing barriers to school attendance by children in foster care and homeless children:

1. Enrollment requirements that may constitute a barrier to the education of a child in foster care or the homeless child or youth shall be waived. If the district is unable to determine the student's grade level due to missing or incomplete records, the district shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child.
2. Fees and charges that may present a barrier to the enrollment or transfer of a child in foster care or a homeless child or youth shall be waived.
3. Customary transportation policies and regulations shall be waived.
4. Official school records policies and regulations shall be waived.

STUDENT RESIDENCY (Cont.)

5. The district shall make a reasonable effort to locate immunization records from information available or shall arrange for students to receive immunizations through health agencies and at district expense if no other recourse is available. Immunizations may, however, be waived for homeless youth only in accordance with provisions of board policy on immunizations. (See policy FFAB.)
6. Other barriers to school attendance by homeless youth shall be waived.

The district will provide to each homeless child such school services that are comparable to services offered to other students in the district and that are determined to be in the child's best interest. Such services will include:

1. Public preschool programs;
2. Special education, Title I, and limited English proficiency programs for which they are eligible;
3. Vocational education programs;
4. Gifted and talented programs;
5. Before and after school programs;
6. School meal programs; and
7. Transportation services.

Residency Officer

The school district designated the Director of Student Services as residency officer. The residency officer may be contacted by calling the school district at (580) 357-6900 or by writing to the residency officer at the following address, or by personally visiting the residency officer at Shoemaker Education Center, 753 Fort Sill Blvd., Lawton, Oklahoma, 73507.

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 of the student may request a review 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 that 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.

STUDENT RESIDENCY (Cont.)

The board of education will review the decision and the documents submitted by both the residency officer 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.

The Superintendent will designate a Point of Contact (POC) to coordinate activities relating to the District's provision of services to children placed in foster care, including transportation services.

The District will collaborate with Child Welfare Agencies when transportation is required to maintain children placed in foster care in a school of origin outside their usual attendance area or the district when in the best interest of the student. Under the supervision of the Superintendent/designee, the District POC will invite appropriate District officials, Child Welfare Agencies, and officials from other districts or agencies to consider how such transportation is to be promptly arranged and funded in a cost effective manner.

DEFINITIONS

"Foster Care" means 24-hour care and supportive services provided to children placed away from their parents, guardians, or person exercising custodial control or supervision and for whom the foster parent has placement care and responsibility.

"School of origin" means the school in which a child is enrolled at the time of placement in foster care.

"Best Interest" means a case -by-case determination of the appropriateness of the current educational setting and the proximity of placement as required by ESEA section 1111(g)(1)(E)(i). Factors be utilized in this determination include, but are certainly not limited to, the following:

1. Safety considerations;
2. Proximity of the resource family home to the child's present school;
3. Age and grade level of the child as it relates to the other best interests factors;
4. Needs of the child, including social adjustment and well-being;
5. Child's performance, continuity of education and engagement in the school the child presently attends;
6. Child's special education programming if the child is classified;
7. Point of time in the school year;
8. Child's permanency goal and likelihood of reunification;
9. Anticipated duration of the placement;
10. Preferences of the child;
11. Preferences of the child's parent(s) or education decision maker(s)
12. The child's attachment to the school, including meaningful relationships with staff and peers;
13. Placement of the child's sibling(s);
14. Influence of the school climate on the child, including safety;
15. Availability and quality of the services in the school to meet the child's educational and socio-emotional needs;
16. History of school transfers and how they have impacted the child;
17. How the length of the commute would impact the child, based on the child's developmental stage;

STUDENT RESIDENCY (Cont.)

18. Whether the child is a student with a disability under the IDEA who is receiving special education and related services or a student with a disability under Section 504 who is receiving special education or related aids and services and, if so, the availability of those required services in a school other than the school of origin; and
19. Whether the child is an EL and is receiving language services, and, if so, the availability of those required services in a school other than the school of origin, consistent with Title VI and the EEOA.

**REFERENCE: 70 O.S. §1-113, §1-114
70 O.S. §18-111**

A POLICY ON THIS TOPIC IS REQUIRED BY LAW.

EDUCATION OF MIGRATORY CHILDREN

The school district shall provide migratory students with appropriate educational services that address their unique needs in a coordinated and efficient manner. "Migratory child" shall mean a child who is, or whose parents or spouse is, a migratory agricultural worker, including a migratory dairy worker, or a migratory fisher, and who, in the preceding thirty-six (36) months, in order to obtain, or accompany such parent or spouse, in order to obtain temporary or seasonal employment in agricultural or fishing work has moved from one school district to another.

Priority for services shall be provided to those migratory children who:

1. Are failing or are at risk of failing to meet the Oklahoma Academic Standards; and
2. Whose education has been interrupted during the regular school year.

Continuation of services shall be provided by the school district to:

1. A child who ceases to be a migratory child during a school term for the remainder of the school year.
2. A child who is no longer a migratory child may continue to receive services for one (1) additional school year if comparable services are not available through other programs; and
3. Secondary school students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation.

The school district shall comply with all state and federal requirements in the implementation and expenditure of federal funds designated for the education of migratory children. Migratory children who qualify for special education services shall be provided a free, appropriate education in accordance with federal law.

LEGAL REFERENCE: **ESSA, Sections 1301-1309.**

STUDENT ATTENDANCE

Because the Lawton Public Schools believes that attendance in regularly scheduled classes is a vital factor in student achievement, any absence from those classes represents an educational loss to the student and the class. The board recognizes, however, that co-curricular programs of the school also have educational value. It is, therefore, the policy of the district to minimize absences from regular classes, while providing students the opportunity to participate in cocurricular activities.

REFERENCE: 70 O.S. §10-105, §10-106
Department of Education, Administrator's Handbook

**MEDICAL EXEMPTION REVIEW COMMITTEE
PROCESS FOR ELIGIBLE EXEMPTIONS
AND DOCUMENTATION FOR DECISION**

Members of the committee shall adhere to the Family Educational Rights and Privacy Act (FERPA) with regard to the review of confidential student records. The committee will review student absences and make a determination as to which absences may qualify as an absence for a severe medical condition and as a result be exempt from inclusion in the calculation of the chronic absenteeism indicator of the applicable student's school sites. In deciding, the committee will utilize the following definition of severe medical condition:

"A severe, chronic, or life-threatening physical or mental illness, infection, injury, disease, or emotional trauma."

If it is determined that a student's absence meets the definition, that absence will be documented via a notation by the building principal in the student's attendance log as being for a severe medical condition.

The district will report all absences determined to be medically exempt to the Oklahoma State Department of Education Office of Accountability.

DOCUMENTATION

On the ____ day of _____, 20____, the Medical Exemption Review Committee met at ____ o'clock to review absences to determine which absences, if any, met the "severe medical condition" exemption for purposes of the school district's chronic absenteeism indicator. The following situations were found to meet the definition:

Student _____.

Severe Medical Condition _____.

Date of Absences _____.

The committee agreed on this decision with a vote of _____.

Committee Chairperson

ATTENDANCE POLICY (REGULATION)

The board of education believes that attendance in regularly scheduled classes is a key factor in student achievement. However, it is important for those students who are ill to stay home when sick. Students who have a fever or a measured temperature greater than or equal to 100 degrees Fahrenheit should not be at school or school activities. The board recognizes, however, that the cocurricular program of the school also has educational benefit. Therefore, it shall be the policy of this board to minimize absenteeism from regular classes while providing students the opportunity to participate in cocurricular activities.

ABSENCES

Excused absence will be granted for the following reasons:

1. Personal or family illnesses
2. Medical appointments
3. Legal matters, including service on a grand, multicounty grand, or petit jury *
4. Extenuating circumstances deemed necessary by the principal
5. Observance of holidays required by student's religious affiliation.

It is the responsibility of the parent to notify the school if a child is to be absent for one of the above reasons. The school will contact those students' parents who do not call. If no contact is made, the parent must send a note or call the day the child returns before the student can be excused. The student may promptly make up all work missed without penalty. It is the responsibility of the student, on the day of return, to make arrangements to see that the work is made up.

The district will not require medical documentation to support personal or family illness that results in an excused absence. However, students will be required to make up any work that has been missed. Student absences due to a severe, chronic, or life-threatening physical or mental illness, injury, or trauma will be exempted from inclusion in the calculation of the chronic absenteeism indicator of the applicable school site so long as the determination of eligibility is made by the district's medical exemption review committee. The district's medical exemption review committee will be designated by the superintendent on a yearly basis and shall report student absences that are medically exempt to the Oklahoma State Department of Education (OSDE) Office of Accountability.

A student will not be considered absent from school if:

1. They are not physically present at school but are completing work in a distance learning program or virtual online program approved by the school district and are meeting the following attendance requirements:
 - a. The student has completed instructional activities on no less than ninety (90%) of the time that services were provided in a virtual or distance learning format to include online logins to curriculum or programs, offline activities, completed assignments, testing, face-to-face communications or meetings with school personnel via teleconference, videoconference, email, text, or phone,
 - b. The student is on pace for on-time completion of the course as required by the school district,

ATTENDANCE POLICY, REGULATION (Cont.)

- c. The student has completed instructional activities within the time that services were provided in a virtual or distance learning format during the academic year; or
2. They have a medical condition that incapacitates the student and precludes them from participating in instruction in a traditional school setting and the student is able to progress in instruction via alternative education delivery methods approved by the local board of education.

School Activity

1. The student will be allowed to be absent from the classroom for a maximum of ten days per semester to participate in activities sponsored by the school.
2. The student will be allowed to make up any work missed while participating.

Absence by Arrangement

These are absences in which the parents deem it necessary that a child miss school for reasons other than those that fall within an excused absence.

1. A student may take up to ten (10) days of absences by arrangement per semester.
2. A student may make up all work missed without penalty. It is up to the student, on the day of return, to make arrangements to see that the work is made up.
3. In order to take an absence by arrangement, the parent, or guardian, must submit, at least two days prior to the absence, a written request for the student to be absent. If the request is not made as required, the absence will be treated as an unexcused absence.
4. Absences by arrangement will count against a student's exemption from semester tests.

Unexcused Absence

This is any absence that does not fall within one of the above categories. Work may be made up. 75% of the grade will be counted. Ten (10) unexcused absences will result in that student not receiving credit in that class for the semester.

Truancy

A student is considered truant when absent from the classroom without the knowledge of either the school or the parent or if the parent does not compel the student to attend school. [Optional: _____ percent will be deducted from the student's (*nine-week/semester*) average for each instance of truancy. The student may be subject to further disciplinary action.]

Tardies

A student is tardy who is not in the student's seat when the bell to begin the period sounds.

Any student who exceeds the ten (10) day limit for unexcused absences may appeal to the board of education for reinstatement of credit. Consideration will be given as to the reason for the absences as well as to the attempts by parents to minimize the absenteeism.

ATTENDANCE POLICY, REGULATION (Cont.)Chronic Absenteeism

Chronic absentee means a student who is absent 10 percent or more of the school days in the school year exclusive of a significant medical condition, when the total number of days the student is absent is divided by the total number of days the student is enrolled, and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. When a student is identified as a chronic absentee, the Superintendent or designee shall communicate with the student and his/her parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

A significant medical condition means a severe, chronic, or life-threatening physical or mental illness, infection, injury, disease, or emotional trauma. Any COVID-19 related absences due to a child's medical needs will be considered a significant medical condition.

*** LEGAL REFERENCE:** **38 O.S. §37**
 70 O.S. § 10-105
 70 O.S. § 3-145.8

STUDENT RESIDENCY AFFIDAVITS**PERMISSION TO RELEASE EDUCATIONAL RECORDS**

(to be submitted by the actual parent or guardian)

STATE OF OKLAHOMA

§

§

COUNTY OF COMANCHE

§

I, _____, the undersigned person, being of lawful age, being first duly sworn, on oath, state that I am the lawful parent or guardian of _____. I further state that my rights as parent or guardian to access educational records have in no way been restricted, modified, terminated, or extinguished by any court order, decree, or custody arrangement.

I hereby grant Lawton Public Schools permission to release any and all educational records including grades as defined under the Family Educational and Privacy Rights Act to _____. In the event who has assumed the permanent care and custody of _____. In the event that _____ is not a relative of _____, I hereby state that he/she contributes the major degree of support to the child.

I hereby agree to hold Lawton Public Schools harmless in any, and all manner, which may arise out of the release of any, and all, educational records to _____.

I acknowledge that willful misstatement in this affidavit, known by me to be false, shall be a misdemeanor punishable by imprisonment not to exceed one (1) year or a fine not to exceed five hundred dollars (\$500) or both such fine and imprisonment.

Affiant

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public or officer administering oath

My commission expires:

(Seal)

STUDENT RESIDENCY AFFIDAVITS (Cont.)**AFFIDAVIT**

(to be submitted by person with permanent care and custody)

[Acceptance for enrollment is a district option]

STATE OF OKLAHOMA

§

§

COUNTY OF COMANCHE

§

I, _____, the undersigned person, being of lawful age, being first duly sworn, on oath, state that I have assumed the permanent care and custody of _____ and that I contribute the major degree of support to _____. I further state that I am a bona fide resident of Lawton Public School District. I desire that _____ be enrolled in Lawton Public School on the basis of my affidavit.

I acknowledge that willful misstatement in this affidavit, known by me to be false, shall be a misdemeanor punishable by imprisonment not to exceed one (1) year or a fine not to exceed five hundred dollars (\$500) or both such fine and imprisonment.

Affiant

Subscribed and sworn to me this ____ day of _____, ____.

Notary Public or officer administering oathMy commission expires:

(Seal)

STUDENT RESIDENCY DISPUTE PROCEDURES

The superintendent of schools shall serve as the district residency officer.

If a dispute arises regarding a student's residency, the parent or guardian may request a review of the ruling by the superintendent. Any question or dispute as to the residence of a student shall be determined by the superintendent pursuant to the following procedures:

1. If the school district initially 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 shall be informed that a request may be made for a review of the decision of the local residency officer.
2. If, during the course of the school year, a dispute arises as to the residence of a student who is enrolled and attending school, the student shall be allowed to continue attending Lawton Public Schools until these dispute procedures have been exhausted.
3. The parent of the student may request a review by notifying the residency officer in writing within three (3) school days from denial of admittance. Upon receipt of a request for review, the residency officer shall allow the parent to provide additional pertinent information in accordance with the district's criteria and the statutory provisions regarding residency. The information must be submitted with the request for review.
4. Within three (3) school days of the receipt of the request for review, the residency officer must render a decision and notify the parent, in writing, of the decision and the reasoning therefor.
5. In the event the parent disagrees with the decision, the parent shall notify the residency officer within three (3) school days of receipt of the residency officer's decision. The residency officer will submit to the board of education his or her findings and all documents reviewed. The board of education will review the decision and the documents submitted on behalf of the district and the student and render a decision at the next board meeting. The board's decision shall be the final administrative decision.
6. 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.

Any question as to the place of residence of any child for school purposes shall be decided pursuant to procedures utilized by the State Department of Education.

STUDENT TRANSFERS

INTERDISTRICT TRANSFERS:

Interdistrict transfers are required when public school students from other school districts seek enrollment into the Lawton Public School district. Transfers will be approved on a student-by-student basis. Siblings must apply individually.

There are two types of interdistrict transfers:

Open Transfer: Applications for an Open Transfer can be submitted between January 1 and May 31 for the following school year. Once approved, Open Transfers are valid for the duration of enrollment into Lawton Public Schools from that initial resident district. The application form is available at the Oklahoma State Department of Education website under Student Transfers.

Emergency Transfer: Application for an Emergency Transfer can be submitted between June 1 and May 31. Once approved, Emergency Transfers are only valid for the duration of the school year for which the application is made. A new application will be required each school year. Requires district approval.

The application form is available at the Oklahoma State Department of Education website under Student Transfers.

It is the policy of the board of education that any application for transfer will be submitted to the Student Services Department, reviewed, and considered on a first-come, first-served basis. All transfer applications may be obtained from the Student Services Office, shall be completed by the parent(s) of the student(s), and be filed with the Director of Student Services at the Student Services Office. For purposes of the Education Open Transfer Act, the term “parent” means the parent of the student or person having legal custody of the student.

The board of education shall vote to approve or deny the application for transfer not later than July 15. Transfer applications shall be reviewed by the board of education in executive session in order to protect the confidentiality of student records. However, the vote to approve or to deny the application for transfer shall take place in open session. The district shall not accept or deny a transfer based on ethnicity, national origin, gender, income level, disabling condition, and proficiency in the English language, measure of achievement, aptitude, or athletic ability. 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. All transfer applications will be approved or denied subject to the following criteria:

1. Availability of Programs – Space, staffing and equipment needs shall be considered.
2. Staffing Availability - If accepting the transfer will require the addition of personnel, the transfer application will be denied. The board shall seek to maintain legislated class-size requirements while allowing space for incoming resident students within the site’s regular attendance area. Availability of staff with a certificate shall also be considered.
3. Space Limitations - The board shall consider the intended capacity of a building to provide appropriate space for the classrooms and programs provided by the district. The overflow status of a site as a receiving or sending school shall also be considered.

OPEN TRANSFER POLICY, TRANSFERS AND ASSIGNMENTS (Cont.)

4. Disciplinary, Transcript and Attendance Records – Discipline, transcript and attendance records of students transferring to this district will be requested as part of the student’s records. It shall be within the discretion of the board of education, based upon the student’s disciplinary and attendance records, as to whether a transfer will be approved or denied. As a general rule, students deemed “not in good standing” at their former school will not be approved for transfer to this district.
5. Adjudicated as a Juvenile Sex Offender.

Open Transfers:

By the first Monday in June of the same school year, the receiving school district shall notify the resident school district that a student enrolled in resident school district has filed an application for transfer.

A student who enrolls, pursuant to the Education Open Transfer Act, in a school district in which the student is not a resident shall not be eligible to participate in school-related extramural competitions governed by the Oklahoma Secondary Schools Activities Association for a period of one (1) year from the first day of attendance at the receiving school unless the transfer is from a school district which does not offer the grade the student is entitled to pursue.

On or before September 1, the superintendent shall file a copy of a list of students granted transfers showing the resident school district and grade level of all students granted transfer with the State Board of Education and each resident school district.

A student granted an Open Transfer may continue to attend school in this district unless the transfer is subsequently disapproved. Notice of such disapproval shall be given on or before July 15, provided the student shall be entitled to continue attending school in this district until the end of the school year.

Except for a child in the custody of the Department of Human Services in foster care, no student shall be permitted an open transfer more than once in any school year.

Emergency Transfers:

On an adequate showing of emergency, the superintendent, or designee, may make and order a transfer subject to approval by the State Board of Education. An emergency shall include only:

1. The destruction or partial destruction of school facilities;
2. The inability to offer the subject a student desires to pursue, if the student becomes a legal resident of a school district after February 1 of the school year immediately prior to the school year for which the student is seeking the transfer;
3. 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;
4. The total failure of school-provided transportation/bus service facilities;

OPEN TRANSFER POLICY, TRANSFERS AND ASSIGNMENTS (Cont.)

5. The concurrence of both the sending and receiving school districts with the sending district superintendent signature.
6. 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 drop-out recovery or alternative education services, provided such student was enrolled at any time in a public school in Oklahoma during the previous three school years; or
7. The unavailability of specialized Deaf Education Program for a student who is deaf or hearing impaired.
8. When a student has been the victim of harassment, intimidation, and bullying as defined in 70 O.S. § 24-100.3, upon verification by the receiving school district that:
the student has been the victim of harassment, intimidation, or bullying; and the sending school district was notified of the incident or incidents prior to the filing of the application for transfer.

Emergency transfers previously made may be canceled during the school year with the concurrence of the board of education and the parents.

Open and Emergency Transfers:

A child who has reached the age of four (4) on or before September 1 of the school year, and resides in a district that does not offer an early childhood program, may be granted a transfer into the district provided the physical facilities and teaching personnel can accommodate the child. The district may also refuse to accept the nonresident child if the district determines the child is not ready for an early childhood education program.

Placement of transferred students will be at the discretion of the school district based upon the following criteria: Students entering the Lawton Public School District from Bishop, Cache, Chattanooga, Indianola or other western communities will attend Eisenhower High School, Eisenhower Middle School, or an Eisenhower feeder elementary school with adequate space available.

Students entering the Lawton Public School District from Central High, Marlow, Elgin, Geronimo, Flower Mound or other communities to the north or east of Lawton will attend MacArthur High School, MacArthur Middle School, or a MacArthur feeder elementary school with adequate space available. Students attending Lawton Public Schools on an interdistrict transfer wishing to attend a school other than their residence school must apply for an intradistrict transfer. (See Board Policy FE-R1)

Prior to the approval of the transfer of a student on an individualized education program (IEP), a joint IEP conference shall be required between the district of residence and the receiving district.

Parents will be required to provide transportation to and from school or to and from a regular pre-existing bus stop in the school district.

Students transferring to the district between school years shall be admitted to the next higher grade upon meeting entrance requirements and showing evidence of having completed the preceding grade. Students transferring from private, non-accredited, or home schools shall be tested and placed accordingly.

OPEN TRANSFER POLICY, TRANSFERS AND ASSIGNMENTS (Cont.)

A child whose family relocates from the school district may continue attendance to the end of the current school year provided the student began the school year in the school district (Parents are responsible for transportation.)

Any parent, guardian, person, or institution having care and custody of a child who pays ad valorem tax on real property in this district, but does not reside in this district may, with approval of the Board of Education, enroll the child in this district and receive a credit on the nonresident tuition fee equal to the amount of the ad valorem tax paid for school district purposes provided the credit shall not exceed the total amount required for the tuition payment.

Discipline records of students transferring to this school will be requested as part of the student's records.

REFERENCE: **70 O.S. §8-101, et seq.**
 70 O.S. §24-101, et seq.
 Family Education Rights and Privacy Act

INTRADISTRICT STUDENT TRANSFERS

Lawton Board of Education Policy allows students to transfer to another school in the District. Each student's eligibility for transfer will be considered on an individual basis after an Intradistrict Transfer Application is completed by the parent/guardian. Transfers are granted based on the following considerations:

- Availability of programs, staffing and space must be available in the requested grade level at the requested school
- Disciplinary, transcript and attendance records of the student
- Student/parent needs and considerations
- The student must not be under suspension, expulsion or any other kind of disciplinary probation.
- Parents/guardians understand they are responsible for the child's transportation
- Parents/guardians understand the option can only be exercised once per school year
- Parents/guardians understand that a secondary transfer could affect athletic eligibility
- Students should remain at the school to which they transferred for the completion of the school year

A principal may request that a student's intradistrict transfer be revoked at any time on the grounds of 1) Excessive absences 2) excessive tardies, 3) poor academic performance, and/or 4) discipline problems. The principal shall document evidence and hold a conference in person or by conference call with the parents/guardians, the Director of Student Services or designee, and the principals of the receiving school in the process of reaching a decision to approve or deny the principal's request for revocation.

INTRADISTRICT TRANSFER POLICY (Cont.)

Student ID# _____
School Yr. _____

Please state reason for requested transfer: _____

Please PRINT clearly and use student's legal name

Student _____
(Last Name) (First Name) (MI)

Birth Date _____ Grade _____ (Indicate which grade student will enter at the requested school.)

Head of Household _____
(First Name) (MI) (Last Name)

Street Address _____

City _____ Zip Code _____

Home Phone _____ Cell Phone _____

Resident School _____ Requested School _____

I have read the above Policy and I agree to comply with its provisions.

Signature of Parent/Guardian Date Time

Director of Student Services or Designee Approved _____

Disapproved _____

STUDENT TRANSFERS FOR CHILDREN OF ACTIVE DUTY MILITARY MEMBERS

The school district shall allow the transfer of students who are 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 server on active duty orders and for whom Oklahoma is the home of record. Transfers will be approved if:

1. At least one parent of the student has a Department of Defense-issued identification card;
2. At least one parent can provide evidence that he or she will be on active duty status or orders, meaning the parent will be temporarily transferred in compliance with official orders to another location 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.

REFERENCE: 70 O.S. §8-103.1

THIS POLICY REQUIRED BY LAW

HEALTH: STUDENTS

The Lawton Board of Education believes that the goals of educators should include training that helps our children to grow into productive and responsible adults.

While the general health and physical maintenance of a child is the responsibility of the parent, the board believes that teachers and administrators should encourage students to become aware of the value of a healthy mind and body.

If a teacher or an administrator becomes aware of a health problem involving a student, the parents or legal guardian of the student shall be notified and a conference with the parents be scheduled. If efforts to resolve the problem through consultation with the parents are not successful, the administrator shall consider referring the matter to the Department of Human Services.

Health education shall, whenever possible, be incorporated into the subject matter of all courses of instruction. There shall also be established definite time allocations for the teaching of health education.

Any child who is determined to be afflicted with a contagious disease, as currently defined by the Oklahoma Department of Health shall be prohibited from attending school until a health officer has determined that the child is free of the contagious disease or that the disease is no longer contagious.

The school district will allow a child with head lice to attend classes in accordance with guidelines set by the American Academy of Pediatrics and the National Association of School Nurses.

**REFERENCE: 70 O.S. §5-117, §10-105, §11-103, §1210.194
63 O.S. §1-507**

IMMUNIZATIONS STUDENTS

The Lawton Board of Education shall provide an environment for students to study, interact, and learn. Such an environment shall be reasonably free of known hazards that may threaten or endanger the health of our children or educators.

The board of education shall require that no child be admitted to this school unless and until certification from a licensed physician or authorized representative of the State Department of Health is presented to the school administrators that such child has received or is in the process of receiving the immunization required by the State Department of Public Health unless an exemption has been granted from the immunizations on medical, religious, or personal grounds.

If a parent or guardian is unable to pay for the required immunizations, the school will refer the student to the State Department of Public Health for assistance.

The following immunizations are required by the State Department of Public Health prior to the enrollment of a child in public school:

- 5 DPT (Diphtheria - Pertussis - Tetanus) (unless the fourth dose was received after the fourth birthday)
- 4 Poliomyelitis (unless the third dose was received after the fourth birthday)
- 2 Measles, Mumps, and Rubella (MMR)
- 3 Hepatitis B
- 2 Hepatitis A
- 1 Varicella (Chickenpox)

REFERENCE: 70 O.S. §1210.191, et seq.
Oklahoma State Department of Health Regulations

MEDICATION: ADMINISTERING TO STUDENTS

It is the policy of the Lawton Board of Education that if a student is required to take medication during school hours and the parent or guardian cannot be at school to administer the medication or if circumstances exist that indicate it is in the best interest of the student that a nonprescribed medication be dispensed to that student, the principal, or the principal's designee, may administer the medication only as follows:

1. Prescription medication must be in a container that indicates the following:
 - A. student's name,
 - B. name and strength of medication,
 - C. dosage and directions for administration,
 - D. name of physician or dentist,
 - E. date and name of pharmacy, and
 - F. whether the child has asthma or other disability which may require immediate dispensation of medication.

The medication must be delivered to the principal's office in person by the parent or guardian of the student unless the medication must be retained by the student for immediate self-administration. The medication will be accompanied by written authorization from the parent, guardian, or person having legal custody that indicates the following:

- A. purpose of the medication,
 - B. time to be administered,
 - C. whether the medication must be retained by student for self-administration,
 - D. termination date for administering the medication, and
 - E. other appropriate information requested by the principal or the principal's designee.
2. Self-administration of inhaled asthma medication by a student for treatment of asthma, ~~or~~ an anaphylaxis medication used to treat anaphylaxis, and the self-administration of replacement pancreatic enzymes by a student for treatment of cystic fibrosis is permitted with written parental authorization. The parent or guardian of the student must also provide a written statement from the physician treating the student that the student has asthma or anaphylaxis and is capable of, and has been instructed in the proper method of, self-administration of medication. Additionally:
 - A. The parent or guardian must provide the school with an emergency supply of the student's medication to be administered as authorized by state law.
 - B. The school district will inform the parent or guardian of the student, in writing, and the parent or guardian shall sign a statement acknowledging, that the school district and its employees and agents shall incur no liability as a result of any injury arising from the self-administration of medication by the student.
 - C. Permission for the self-administration of asthma, ~~or~~ anaphylaxis medication, or replacement cystic fibrosis enzymes is effective for the school year for which it is granted and shall be renewed each subsequent school year upon fulfillment of the above requirements.

- D. A student who is permitted to self-administer asthma medication or anaphylaxis medication shall be permitted to possess and use a prescribed inhaler, ~~or~~ anaphylaxis medication, or replacement pancreatic enzyme medication_at all times.

MEDICATION: ADMINISTERING TO STUDENTS (Cont.)**E. 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, or an anaphylaxis medication used to treat anaphylaxis, including but not limited to Epinephrine injectors, prescribed by a physician and having an individual label, or replacement pancreatic enzymes 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.
3. Students shall be permitted to possess and self-apply sunscreen that is regulated by the Food and Drug Administration without the written authorization of a parent, legal guardian, or physician. Students applying sunscreen are prohibited from applying sunscreen during instructional time. Aerosol spray must be applied outside of school buildings and away from other students. Students shall not be allowed to apply sunscreen to other students. Students who do not conform to these rules will be disciplined by the administration in accordance with school discipline policies.
4. Nonprescription medication may be administered only with the written request and permission of a parent, guardian, or person having legal custody when other alternatives, such as resting or changing activities, are inappropriate or ineffective. The medication will be administered in accordance with label directions or written instructions from the student's physician.

District personnel may assist a student in applying sunscreen with the written permission of a parent, guardian, or person having legal custody. (This is optional as the law provides "may." If a school board does not want to have this paragraph, this language should be removed).

Would require the district to obtain a prescription for Epinephrine injectors from a licensed physician who has prescriptive authority to the school district in the name of the district as a body corporate specified in Title 70, Section 5-105 which shall be maintained at each school site. This language should not be adopted or included in the policy if a prescription is not obtained.

- 5.. School District Prescribed Epinephrine Injectors. The school district will inform the parent or guardian of each student, in writing, that a school nurse or school employee trained by a health care professional or trained in correlation with the State Department of Health's Diabetes Management Annual School Training Program may administer, with parent or guardian permission but without a health care provider order, an Epinephrine injection to a student whom the school nurse or trained school employee in good faith believes is having an anaphylactic reaction. Only those students who have a waiver of liability executed by a parent or guardian on file with the school district may be administered an Epinephrine injection. A school employee will contact 911 as soon as possible if it is believed that a student is having an anaphylactic reaction.
6. School District Prescribed Inhalers. The school district will informed the parent or guardian of each student, in writing, that a school nurse or school employee trained by a health care professional may administer an inhaler to a student whom the school nurse or trained employee in good faith believes is having respiratory distress. A school employee designed by the superintendent will notify the parent or guardian of a student after the

administration of an inhaler.

MEDICATION: ADMINISTERING TO STUDENTS (Cont.)

The administrator, or administrator's designee, will:

- A. Inform appropriate school personnel of the medication being administered
- B. Keep an accurate record of the administration of the medication
- C. Keep all medication in a locked cabinet except medication retained by a student per physician's order
- D. Return unused prescription medication to the parent or guardian only

The parent, guardian, or person having legal custody of the student is responsible for informing the designated official of any change in the student's health or change in medication.

This policy statement will be provided to a parent or guardian upon receipt of a request for long-term administration of medication.

REFERENCE: 10 O.S. §170.1
59 O.S. §353.1
70 O.S. §1-116, et seq.

MEDICAL MARIJUANA

The district will not regulate or take any adverse action against an employee for holding a medical marijuana license. The school district may take action against an employee who possesses a medical marijuana license if the employee uses or possesses marijuana while at school or during the hours of employment as per 63 O.S. § 425.

Students whose medical condition requires the use of medical marijuana are allowed to access and utilize marijuana in accordance with state law. School personnel are not legally permitted to administer medical marijuana to students. The district will provide a private location for a caregiver to administer medical marijuana to students at school. Oklahoma law limits who may act as a caregiver and any caregiver will have a medical marijuana license designating them to act on behalf of a student. The caregiver is responsible for bringing the medical marijuana to the qualifying student and promptly removing the medical marijuana from the premises after consumption or use.

Upon arriving at school, the caregiver will follow district protocol with regard to check in and departure.

There will be no smoking on school premises of any substance 24/7 in accordance with the state's no smoking act. At no time will marijuana be grown or stored on school premises.

School employees will not under any circumstances

- a. Assist students in obtaining or using medical marijuana;
- b. Store medical marijuana for students;
- c. Take and/or use a student's medical marijuana;
- d. Serve as a student's designated caregiver, unless the student is the child or in the legal custody of the employee.

The district reserves the right to discipline employees or students who fail to adhere to Oklahoma law and/or the requirements of this policy. Such disciplinary action will be addressed in accordance with the student discipline code and/or the standards of conduct for employees. Employees may be subject to termination or nonreemployment.

If a student has specific procedures regarding medical marijuana that are written into the student's Individualized Education Program (IEP) and such procedures are consistent with state and federal law, those provisions will take precedent over this policy.

ADMINISTRATION OF OPIATE ANTAGONISTS

It is the policy of the Lawton Board of Education, in light of the increased opioid addiction crisis nationwide, to authorize medical personnel at school to administer an opioid antagonist to any student or person they in good-faith suspect is having an opioid related drug overdose.

State law defines "medical personnel at schools" to include a certified school nurse or any other nurse employed by or under contract with a school, any licensed practitioner of the healing arts, or any person designated by the school administration to administer an opiate antagonist in the event of a suspected overdose.

The board of education hereby designates any school nurse, public health nurse, licensed practitioner of the healing arts, nurse working under contract with a school district or any person designated by the school administration to administer an opiate antagonist in the event of a suspected overdose is authorized to administer an opiate antagonist when encountering a student or other individual exhibiting signs of an opiate overdose.

The administration of the school district may formally authorize one or more persons employed by the school to receive training offered by the Department of Mental Health and Substance Abuse Services, a law enforcement agency or any other entity in recognizing the signs of an opiate overdose and administering an opiate antagonist. Persons designated to receive this training may include, but are not limited to, the certified and noncertified staff members required to receive annual training in cardiopulmonary resuscitation and the Heimlich maneuver in accordance with statute. If in-person training is not readily available in the area, the person or persons designated under this provision may access opiate antagonist training materials available online through the State Department of Health or another entity. Such training shall include information on how to recognize symptoms of an overdose, instruction in basic resuscitation techniques, instruction on proper administration of an opiate antagonist and the importance of calling 911 for help.

In the absence of the person or persons specifically designated and trained to administer an opiate antagonist under the provisions of this section, the administration of a school may authorize any person to administer an opiate antagonist to a student or other individual exhibiting signs of an overdose.

Any person administering an opiate antagonist to a student or other individual at a school site or school-sponsored event in a manner consistent with addressing opiate overdose shall be covered under the Good Samaritan Act. A school and any of its employees or designees shall be immune from civil liability in relation to the administration of an opiate antagonist in the event of a suspected overdose.

The person(s) who has been approved by the administration of the school to administer an opioid antagonist to a student suspected to be undergoing an opioid-related drug overdose, may administer the antagonist, and, as soon as practicable, shall notify first responders of the situation.

The opioid antagonist supplied by the school district shall be approved by the United States Food and Drug Administration.

Each school site shall maintain a supply of opioid antagonists in a secure but unlocked and easily accessible location. The antagonists shall be maintained in quantities and types deemed adequate by the administration, in consultation with local first responders.

The opioid antagonists shall be accessible in the school during regular school hours and during school-sponsored functions that take place on school grounds. The board of education at its discretion, may make opioid antagonists accessible during school-sponsored functions that take place off school grounds and/or on school transportation.

ADMINISTRATION OF OPIATE ANTAGONISTS Con't

Each person approved to administer the opioid antagonist shall be required to receive training on proper administration of the antagonist, to be chosen by the administration and paid for by the school district.

REFERENCE: **68 O.S. 1-2506.1**
 70 O.S. 1210.242

CONCUSSIONS AND HEAD INJURIES

The Lawton Board of Education recognizes that concussions and head injuries are commonly reported injuries in contact sports.

On an annual basis, a concussion and head injury information sheet shall be completed and returned to the school district by the youth athlete and the youth athlete's parent or guardian prior to the youth athlete's participation in practice or competition. The athletic director shall provide written instructions to all coaches to ensure that no youth athletes are allowed to participate in practice or competition prior to the receipt of a concussion and head injury information sheet. Any coach or staff allowing a youth athlete to participate in practice or competition prior to the receipt of a signed concussion and head injury information sheet shall be disciplined and may be terminated from employment in the extra duty assignment.

A youth athlete who is suspected of sustaining a concussion or head injury during a practice or game shall be removed from participation at that time. Any youth athlete removed from participation shall not be allowed to participate until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and receives written clearance to return to participation from that health care provider. "Return to learn" guidelines shall be provided to teachers and relevant school personnel pertaining to athletes returning to the classroom after sustaining a concussion or head injury. "Graduated return to athletic participation" guidelines shall be provided to coaches and staff members pertaining to youth athletes returning to activity after sustaining a head injury or concussion.

The school district shall impose the following minimum penalties for failing to remove an athlete from an activity:

1st offense: The coach or staff member will be required to attend additional training.

2nd offense: The coach or staff member will be suspended from the sport or activity until an appearance in front of the board of education. The appearance before the board of education may involve a determination as to whether the coach or staff member will continue employment in the extra duty assignment.

Additional free online concussion training programs are available at The Center for Disease Control at <http://www.cdc.gov/HeadsUp/index.html> and at the National Federation of State High School Associations at <http://nfhslearn.com/?courseID=38000>.

Return to learn guidelines are located at:
http://www.cdc.gov/headsup/pdfs/schools/tbi_classroom_tips_for_teachers-a.pdf

Graduated return to participation guidelines are located at:
http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_schools.pdf

REFERENCE: 70 O.S. §24-155

**CONCUSSION AND HEAD INJURY ACKNOWLEDGEMENT
AND INFORMATION SHEET**

In compliance with Oklahoma Statute Section 24-155 of Title 70 , this acknowledgement form is to confirm that you have read and understand the Concussion Fact Sheet provided to you by Lawton School District related to potential concussions and head injuries occurring during participation in athletics.

I, _____, as a student-athlete who participates in Lawton School District's athletic programs and I, _____ as the parent/legal guardian, have read the information material provided to us by Lawton School District related to concussions and head injuries occurring during participation in athletic programs and understand the content and warnings.

SIGNATURE OF STUDENT-ATHLETE

DATE

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

This form should be completed annually prior to the athlete's first practice and/or competition and be kept on file for one year beyond the date of signature in the principal's office or the office designated by the principal.

CONCUSSION/HEAD INJURY INFORMATION SHEET STUDENT-ATHLETES

WHAT IS A CONCUSSION?

- A concussion is a brain injury
- Is caused by a bump or blow to the head
- Can change the way your brain normally works
- Can occur during practice or games in any sport
- Can happen even if you have not been knocked out
- Can be serious even if you have just been “dinged”

WHAT ARE THE SYMPTOMS OF A CONCUSSION?

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Sensitivity to light
- Sensitivity to noise
- Feeling sluggish, hazy, foggy or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

Tell your coaches or parents. Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach if one of your teammates may have a concussion.

Get a medical checkup. A doctor or health care professional can tell you if you have a concussion and when you are OK to return to play.

Give yourself time to get better. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Additional concussions can cause damage to your brain. It is important to rest until you get approval from a doctor or health care professional to return to play.

HOW CAN I PREVENT A CONCUSSION?

Follow your coach’s rules for safety and the rules of the sport.

Practice good sportsmanship.

Use the proper equipment, including personal protective equipment (such as helmets, padding, shin guards and eye and mouth guards---IN ORDER FOR EQUIPMENT TO PROTECT YOU, it must be the right equipment for the game, position and activity; it must be worn correctly and used every time you play.)

FOR MORE INFORMATION VISIT:

www.cdc.gov/TraumaticBraininjury/

www.oata.net

www.ossaa.com

www.nfhslearn.com

IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON!**CONCUSSION/HEAD INJURY FACT SHEET****PARENTS/GUARDIANS****WHAT IS A CONCUSSION?**

A concussion is a brain injury. Concussions are caused by a bump or blow to the head. Even a “ding”, “getting your bell rung” or what seems to be a mild bump or blow to the head can be serious. You cannot see a concussion. Signs and symptoms of a concussion can show up right after the injury or may not appear to be noticed until days or weeks after the injury. If your child reports any symptoms of a concussion or if you notice any symptoms yourself, seek medical attention right away.

WHAT ARE THE SYMPTOMS REPORTED BY ATHLETES?

Headache or “pressure” in head
Nausea or vomiting
Balance problems or dizziness
Sensitivity to light
Sensitivity to noise
Feeling sluggish, hazy, foggy or groggy
Concentration or memory problems
Confusion
Does not “feel right”

WHAT ARE THE SIGNS OBSERVED BY PARENTS/GUARDIANS?

Appears dazed or stunned
Is confused about assignment or position
Forgets an instruction
Is unsure of game, score or opponent
Moves clumsily
Answers questions slowly
Loses consciousness (even briefly)
Shows behavior or personality changes
Cannot recall events prior to hit or fall
Cannot recall events after hit or fall

HOW CAN I HELP MY CHILD PREVENT A CONCUSSION?

Ensure they follow their coach’s rules for safety and the rules of the sport.
Make sure they use the proper equipment, including personal protective equipment (such as helmets, padding, shin guards and eye and mouth guards---IN ORDER FOR EQUIPMENT TO PROTECT YOU, it must be the right equipment for the game, position and activity; it must be worn correctly and used every time you play.)
Learn the signs and symptoms of a concussion.

FOR MORE INFORMATION VISIT:

- www.cdc.gov/TraumaticBraininjury/
- www.oata.net
- www.ossaa.com
- www.nfhslearn.com

IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON!

REPORTING SUSPECTED CHILD ABUSE AND/OR NEGLECT

In accordance with Oklahoma law, any person is required to immediately report suspected cases of physical abuse or neglect involving students under the age of eighteen (18) to the statewide toll free hotline of the Department of Human Services and local law enforcement. The statewide DHS hotline number is 1-800-522-3511. Any person having reason to believe that a student age eighteen (18) or older is a victim of abuse or neglect shall immediately report the matter to local law enforcement. The board of education fully supports that requirement and has established this policy to facilitate such reporting.

Every teacher, support person, or other employee of this school district shall immediately report any suspected physical, mental, or sexual abuse or neglect of any school student to the Department of Human Services by telephone. The employee shall also inform the building principal who will advise the superintendent that the report was made using Form FFG-E.

“Child Abuse and Neglect” shall include, but is not limited to:

1. Child abuse as defined in Section 843.5 of Title 21 of the Oklahoma Statutes;
2. Sexual abuse or sexual exploitation as defined in Section 1-1-105 of Title 10A of the Oklahoma Statutes;
3. Contributing to the delinquency of a minor as defined in Section 856 of Title 21 of the Oklahoma Statutes;
4. Trafficking in children, as defined in Section 866 of Title 21 of the Oklahoma Statutes;
5. Incest as described in Section 885 of Title 21 of the Oklahoma Statutes;
6. Forcible sodomy, as described in Section 888 of Title 21 of the Oklahoma Statutes;
7. Maliciously, forcibly or fraudulently taking or enticing a child away, as described in Section 891 of Title 21 of the Oklahoma Statutes;
8. Soliciting or aiding a minor child to perform or showing, exhibiting, loaning or distributing obscene material or child pornography, as described in Section 1021 of Title 21 of the Oklahoma Statutes;
9. Procuring or causing the participation of any minor child in any child pornography or knowingly possessing, procuring or manufacturing child pornography, as described in Section 1021.2 of Title 21 of the Oklahoma Statutes;
10. Permitting or consenting the participation of a minor child in any child pornography, as described in Section 1021.3 of Title 21 of the Oklahoma Statutes;
11. Facilitating, encouraging, offering or soliciting sexual conduct with a minor, as described in Section 1040.13a of Title 21 of the Oklahoma Statutes;
12. Offering or offering to secure a minor child for the purposes of prostitution or any other lewd or indecent act, as described in Section 1087 of Title 21 of the Oklahoma Statutes;

REPORTING SUSPECTED CHILD ABUSE (Cont.)

13. Causing, inducing, persuading or encouraging a minor child to engage or continue to engage in prostitution, as described in Section 1088 of Title 21 of the Oklahoma Statutes;

14. Rape or rape by instrumentation, as described in Sections 1111.1 and 1114 of Title 21 of the Oklahoma Statutes; and

15. Making any oral, written or electronically or computer-generated lewd or indecent proposals to a minor child under the age of sixteen (16) as described in Section 1123 of Title 21 of the Oklahoma Statutes.

The reporting obligations under this section are individual, and no employer, supervisor or administrator of a person required to provide information pursuant to this section shall discharge, or in any manner discriminate or retaliate against, any such person who in good faith provides such child abuse reports or information, testifies, or is about to testify in any proceeding involving child abuse or neglect; provided, that such person did not perpetrate or inflict such abuse or neglect. Any such employer, supervisor, or administrator who discharges, discriminates, or retaliates against such person shall be liable for damages, costs, and attorney fees. Any person who knowingly and willfully fails to promptly report any incident of child abuse may be reported to local law enforcement for criminal investigation and, upon conviction thereof, shall be guilty of a misdemeanor. Any person who knowingly and willfully makes a false report, or makes a report that the person knows lacks factual foundation may be reported by the Department of Human Services to local law enforcement for criminal investigation and, upon conviction thereof, shall be guilty of a misdemeanor.

Any person participating in good faith and exercising due care in the making of a report or any person who, in good faith and exercising due care, allows access to a child by persons authorized to investigate a report concerning the child shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant shall have the same immunity from any liability with respect to participation in any judicial proceeding resulting from such report.

A school employee with knowledge that a report has been made shall not disclose information identifying the reporting employee unless otherwise ordered by the court or as part of an investigation by local law enforcement or the Department.

The school district shall post, in a clearly visible location in a public area of the school that is readily accessible to all students, a sign in English and Spanish that contains the toll-free number operated by the Department of Human Services.

REFERENCE: 10A O.S. § 1-2-101
10A O.S. § 1-2-104
63 O.S. §1-120 (G)
70 O.S. §1210.162
Atty. Gen. Op. No. 78-202 (Dec. 28, 1978)

GUIDELINES FOR OUTSIDE AGENCY REPRESENTATIVES INTERVIEWING CHILDREN AT THE SCHOOL

The Lawton Board of Education recognizes that the primary function of the Lawton Public Schools is to educate the students in a secure, non-threatening environment. For this purpose, the Board requests that interviewing of students by any outside agency at the school be kept to a minimum. The purpose of this policy is to assist the school representatives in fostering a trusting relationship with the parents of the students. Promoting trust and open communication with the parents is essential to the student's education. The following criteria are established to minimize the disruption to the student, while still protecting the student from any abusive situations arising outside the school setting:

1. The principal/designee will inquire of the agency representative whether it is necessary to interview the student during the school day and on school grounds, and request that the interviewing be done outside of the school day if possible.
2. All outside agency representatives (DHS, Child Welfare, Law Enforcement, etc.) seeking authority to interview a student at school must receive authorization to do so from the building principal, or designee.
3. If a child abuse report is received while the student is in school, the principal/designee will allow agency representatives access to the student. Identification should be requested from the person seeking to interview the student at school from any person unknown to the principal/designee. If the principal/designee is uncomfortable with the person's credentials access to the student should be denied until further information or clarification can be obtained.
4. It is not required that the parents be notified prior to allowing the agency representative access to the student.

REFERENCE: 10 O.S. §7102-7106

NOTE: 10 O.S. §7105 states that "[a]ny person who, in good faith and exercising due care, allows access to a child by persons authorized to investigate a report concerning the child shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed."

STUDENT RECORDS

It is the policy of the Lawton Board of Education that the principal of each school will be the legal custodian of all student records for that school.

Students and parents will have access to their school records. The school will notify parents and adult students annually of the following:

1. The type of records kept;
2. The procedure for inspecting and copying these records;
3. The right for interpretation;
4. The right to challenge data thought to be erroneous, the procedures for correcting or expunging erroneous data or inserting a rebuttal statement;
5. The right to lodge a complaint with the U.S. Department of Education if mandates are not adequately implemented.

The educational records or school records include all materials directly related to a student that a school maintains. Records and notes maintained by a teacher, administrator, school physician, or school psychologist for his or her own use, and which are not available to others are exempted from this definition.

The school will require a prior written consent before information other than directory information may be divulged to third parties. An exception to this rule exists for school district employees who have legitimate interests in viewing the records, as well as officials in other schools in which the student seeks to enroll. A school district in which a student is enrolled or is in the process of enrolling in may request the student's education records from any district in which the student was formerly enrolled to ascertain safety issues with incoming students and ensure full disclosure. The records, including the student's disciplinary records, will be forwarded to the requesting district within three (3) business days. Disciplinary records shall include but not be limited to all information that relates to a student assaulting, carrying weapons, possessing illegal drugs, including alcohol, and any incident that poses a potential dangerous threat to students or school personnel.

When schools transfer records to new educational institutions, the schools must notify parents of the transfer, and of their right to review and contest the material. An exemption exists for material under court order. Parents must be notified of such order prior to release.

The district will release individual student records from the current or previous school year to a school district where the student was previously enrolled if the release of such records is for the purposes of evaluating educational programs and school effectiveness.

The district may disclose personally identifiable information to third parties, without prior written consent, in order to conduct studies, audits, and evaluations of the educational programs of the school district. In such case, the district will take reasonable steps to ensure that all authorized representatives of the third party are FERPA compliant with the information provided for the purposes of the study, audit, or evaluation of the educational program.

The district may disclose, without the consent or knowledge of the eligible student or parent, personally identifiable information in the educational records of a student to the Attorney General of the United States or his or her designee in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes. The district is not required to record such disclosure of information and is protected from liability for disclosing such information in good faith.

STUDENT RECORDS (Cont.)

The superintendent is directed to establish procedures to ensure compliance with the Family Educational and Privacy Act and other applicable acts and regulations.

REFERENCE: 34 CFR 99.1
18 USC §§2331 and 2332(g)(5)(B)
20 USC 1232
P. L. 107-110, No Child Left Behind Act of 2001
51 O.S. §24A.16
70 O.S. §6-115
70 O.S. §24.101.4
70 O.S. §24-114

TRANSFER AND RELEASE OF CONFIDENTIAL INFORMATION

It is the policy of the Lawton Board of Education to adhere strictly to Oklahoma and Federal law concerning the transfer and release of confidential information including student records.

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

The school district will transfer and release confidential information in accordance with this policy to:

- (1) The Department of Human Services,
- (2) The Department of Mental Health and Substance Abuse Services,
- (3) The State Department of Health,
- (4) The State Department of Education,
- (5) The State Department of Career and Technology Education,
- (6) The Oklahoma Commission on Children and Youth,
- (7) The J.D. McCarty Center for Handicapped Children,
- (8) The Department of Corrections,
- (9) Private agencies receiving public funds pursuant to a grant or contract with one of the agencies listed in (1) through (8) and providing institutional, community residential or community-based services as defined by Title 10, Section 7001-1.3 of the Oklahoma Statutes, to children and family,
- (10) Persons and agencies subject to the rules promulgated by the agencies listed in (1) through (8),
- (11) Statutorily-constituted juvenile bureaus, and
- (12) Other school districts upon their request and in compliance with state law.

Unless otherwise permitted by state or federal law or regulation, confidential information will only be released to the above-described entities pursuant to (1) a court order or (2) an informed consent that has been executed by (a) the parent or guardian of the child or other person authorized by state or federal law to execute such consent, if the subject of the confidential information is a child or (b) the individual who was the subject of the confidential information or other person authorized by law to execute such consent on his or her behalf, if the subject of the confidential information is an adult. A copy of the school district's informed consent form may be found at FLE-E.

TRANSFER AND RELEASE OF CONFIDENTIAL INFORMATION (Cont.)

The school district will follow the rules promulgated by the State Department of Education for authorizing access to and the transfer or release of confidential information for the purpose of gathering statistical information or conducting studies or research otherwise authorized by law.

The school district shall charge \$.10 per page for all copies made pursuant to this policy plus the actual cost of mailing the copies.

REFERENCE: 10 O.S. §620.1, et seq.
10 O.S. §7001-1.3
70 O.S. §24-101.4

THIS POLICY REQUIRED BY LAW.

INFORMATION COORDINATOR

The school district has designated a representative to coordinate requests for information from the Oklahoma State Bureau of Investigations when the release of such information has been authorized by a parent, legal guardian of the student, or by court order. Information regarding past and present students in the district may be released to law enforcement officers subject to court order or by parental consent.

Such information includes but is not limited to:

1. Student's name, address, telephone listing, and date and place of birth;
2. Parent or lawful custodian's name, address, and telephone listing;
3. Major field of study and grade level classification (example: elementary, 7th grade, sophomore);
4. Student's participation in officially recognized activities and sports;
5. Weight and height of members of athletic teams;
6. Dates of attendance, dates of enrollment, withdrawal, re-entry;
7. Diplomas, certificates, awards, and honors received;
8. Most recent previous educational agency or institution attended by the student;

**REFERENCE: 70 O.S. §10-103.2
34 CFR 99.1
20 USC 1232**

THIS POLICY REQUIRED BY LAW.

EXTRACURRICULAR ACTIVITIES

The Lawton Board of Education believes that extracurricular activities are those activities that primarily involve students in other than classroom situations.

The board believes that participation in such activities should be available only to those students who are performing acceptable work in all other school-related areas.

Therefore, the superintendent is directed to establish a regulation, subject to approval of the board, governing participation in extracurricular activities.

**EXTRACURRICULAR ACTIVITIES
EMERGENCY MEDICAL SERVICES**

The Lawton Board of Education and the local emergency medical services provider that serves the area the school district is located within have developed and prepared a plan for the provision of emergency medical services at athletic events or activities held at school district facilities. The plan shall be reviewed and updated annually as appropriate. The plan is on file with the school district and with the emergency medical provider.

STUDENT CLUBS AND ORGANIZATIONS SPONSORS

The Lawton Board of Education believes that certain extracurricular and social activities can enhance the learning environment of our schools. The board of education shall annually notify parents or guardians of students about clubs and organizations sponsored by or under the direct control and supervision of the school district. The annual notification shall be placed in the student handbook and by posting information on the school district's Internet website. The annual notification shall include, but is not limited to, the following information about each club or organization:

1. Name;
2. Mission or purpose; and
3. Name of the faculty advisor, if known.

Parents or guardians of students will notify the school administration that they are withholding permission for their child(ren) to join or participate in one or more clubs or organizations. Parents or guardians shall be responsible for preventing their child from participating in a club or organization in which permission is withheld. Parents or guardians are also responsible for retrieving their child(ren) from attendance at a club or organization in which participation is withheld.

If clubs or organizations are created or formed after the annual notification is distributed, the school district shall send additional notification to the parents or guardians containing the above-listed information regarding the additional clubs or organizations by way of a message added to the school district's website.

LEGAL REFERENCE: 70 O.S. § 24-105

A POLICY ON THIS ISSUE IS REQUIRED BY LAW

HAZING

It is the policy of this school district that no student or employee of the district shall participate in or be members of any secret fraternity or secret organization that is in any degree related to the school or to a school activity. No student organization or any person associated with any organization sanctioned or authorized by the board of education shall engage or participate in hazing.

For the purposes of this policy, hazing is defined as an activity that recklessly or intentionally endangers the mental health or physical health or safety of a student for the purpose of initiation or admission into or affiliation with any organization sanctioned or authorized by the board of education.

“Endanger the physical health” shall include, but is not limited to, any brutality of a physical nature, such as whipping; beating; branding; forced calisthenics; exposure to the elements; forced consumption of any food, alcoholic beverage, drug, or controlled dangerous substance; or other forced physical activity which could adversely affect the physical health or safety of the individual.

“Endanger the mental health” shall include any activity, except those activities authorized by law, which would subject the individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact, forced conduct which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental health or dignity of the individual.

Any hazing activity upon which the initiation or admission into or affiliation with an organization sanctioned or authorized by the board of education is conditioned, directly or indirectly, shall be presumed to be a forced activity, even if the student willingly participates in such activity.

This policy is not intended to deprive school district authorities from taking necessary and appropriate disciplinary action toward any student or employee. Students or employees who violate this policy will be subject to disciplinary action that may include suspension for students and employment termination for employees.

A copy of this policy will be furnished to each student and teacher in this school district.

REFERENCE: 21 O.S. §1190

THIS POLICY REQUIRED BY LAW.

BULLYING

It is the policy of this school district that bullying of students by other students, personnel, or the public will not be tolerated. Students are expected to be civil, polite, and fully engaged in the learning process. Students who act inappropriately are not fully engaged in the learning process. This policy is in effect while the students are on school grounds, in school vehicles, at designated bus stops, at school-sponsored activities, or at school-sanctioned events, and while away from school grounds if the misconduct directly affects the good order, efficient management, and welfare of the school district. Bullying of students by electronic communication is prohibited whether or not such communication originated at school or with school equipment, if the communication is specifically directed at students or school personnel and concerns harassment, intimidation, or bullying at school. The school district is not required to provide educational services in the regular school setting to any student who has been removed from a public school or private school in Oklahoma or another state by administrative or judicial process for an act of using electronic communication with the intent to terrify, intimidate or harass, or threaten to inflict injury or physical harm to faculty or students.

As used in the School Safety and Bullying Prevention Act, "bullying" means any pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student. Such behavior is specifically prohibited.

In administering discipline, consideration will be given to alternative methods of punishment to insure that the most effective discipline is administered in each case. In all disciplinary action, teachers and administrators will be mindful of the fact that they are dealing with individual personalities. The faculty may consider consultation with parents to determine the most effective disciplinary measure.

In considering alternatives of corrective actions, the faculty/administration of the school district will consider those listed below. However, the school is not limited to these alternative methods, nor does this list reflect an order or sequence of events to follow in disciplinary actions. The board of education will rely upon the judgment and discretion of the administrator to determine the appropriate remedial or corrective action in each instance.

1. Conference with student
2. Conference with parents
3. In-school suspension
4. Detention
5. Referral to counselor
6. Behavioral contract
7. Changing student's seat assignment or class assignment
8. Requiring a student to make financial restitution for damaged property
9. Requiring a student to clean or straighten items or facilities damaged by the student's behavior
10. Restriction of privileges
11. Involvement of local authorities
12. Referring student to appropriate social agency or to a delinquency prevention and diversion program administrated by the office of Juvenile Affairs
13. Suspension
14. Performing Campus-site services for the school district
15. Other appropriate disciplinary action as required and as indicated by the circumstances which may include, but is not limited to, removal from eligibility to participate or attend extracurricular activities as well as removal from the privilege of attending or participating in the graduation ceremony, school dances, prom, prom activities, and/or class trips.

HARASSMENT (Cont.)

Harassment set forth above may include, but is not limited to, the following:

1. Verbal, physical, or written harassment or abuse;
2. Repeated remarks of a demeaning nature;
3. Implied or explicit threats concerning one's grades, achievements, etc.;
4. Demeaning jokes, stories, or activities directed at the student;
5. Unwelcome physical contact.

The superintendent shall develop procedures providing for:

1. Prompt investigation of allegations of harassment;
2. The expeditious correction of the conditions causing such harassment;
3. Establishment of adequate measures to provide confidentiality in the complaint process;
4. Initiation of appropriate corrective actions;
5. Identification and enactment of methods to prevent reoccurrence of the harassment; and
6. A process where the provisions of this policy are disseminated in writing annually to all staff and students.

A copy of this policy will be furnished to each student and teacher in this school district.

**REFERENCE: 21 O.S. §850.0
70 O.S. §24-100.2**

THIS POLICY REQUIRED BY LAW.

HARASSMENT/BULLYING INCIDENT REPORT FORM

Date: _____ Time: _____ Room/Location: _____

Student(s) Initiating Bullying/Harassment:

Grade: _____ Class: __________
Grade: _____ Class: _____

Student(s) Affected:

Grade: _____ Class: __________
Grade: _____ Class: _____

Type of Harassment Alleged:

Racial _____ Sexual _____ Religious _____ Other _____

Check all spaces below that apply. Adult stated or identified inappropriate behaviors as:

☐ Name Calling	☐ Spitting
☐ Stalking	☐ Demeaning Comments
☐ Inappropriate Gesturing	☐ Stealing
☐ Staring/Leering	☐ Damaging Property
☐ Writing/Graffiti	☐ Shoving/Pushing
☐ Threatening	☐ Hitting/Kicking
☐ Taunting/Ridiculing	☐ Flashing a Weapon
☐ Inappropriate Touching	☐ Intimidation/Extortion
☐ Other _____	

Describe the incident:

Witnesses Present: _____

Physical evidence: Graffiti _____ Notes _____ E-mail _____ Web sites _____ Video/audio tape _____
Other _____

Staff signature _____

Parent(s) contacted: Date _____ Time _____

Administrative response taken:

PROHIBITING HARASSMENT, INTIMIDATION AND BULLYING (INVESTIGATION PROCEDURES)

The following procedures will be used by any person for the filing, processing, and resolution of a reported incident of harassment, intimidation, bullying, or threatening behavior. The procedures are to be followed by the administration of the school district in an effort to determine the severity of the incident and the potential to result in future violence.

Definitions

1. "Bullying" means any pattern of harassment, intimidation, threatening behavior, physical acts, verbal, or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student.

"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 communication device, or a computer.

"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.

Procedures

The procedure for investigating reported incidents of harassment, intimidation, and bullying or threatening behavior, is as follows:

1. The matter should immediately be reported to the building principal. If the bullying involved an electronic communication, a printed copy of the communication as well as any identifying information such as email address or web address shall be provided to the building principal. As much detailed information as possible should be provided to the building principal in written form to allow for a thorough investigation of the matter.
2. Upon receipt of a written report, the building principal shall contact the superintendent and begin an investigation to determine the severity of the incident and the potential for future violence.
3. If, during the course of the investigation, it appears that a crime may have been committed the building principal and/or superintendent shall notify local law enforcement and request that the alleged victim also contact law enforcement to report the matter for potential criminal investigation.
4. If it is determined that the school district's discipline code has been violated, the building principal shall follow district policies regarding the discipline of the student. The building principal shall make a determination as to whether the conduct is actually occurring.
5. Upon completion of the investigation, the principal or superintendent may recommend that available community mental health care substance abuse or other counseling options be provided to the student, if appropriate. This may include information about the types of support services available to the student bully, victim, and any other students affected by the prohibited behavior. If such a recommendation is made, the administration shall request disclosure of any information that indicates an explicit threat to the safety of

INVESTIGATION PROCEDURES (Cont.)

students or school personnel provided the disclosure of information does not violate the provisions or requirements 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 Oklahoma Statutes, or any other state or federal laws relating to the disclosure of confidential information.

6. Upon completion of an investigation, timely notification shall be provided to the parents or guardians of a victim of documented and verified bullying. This information should be provided within seven (7) days of the conclusion of the investigation.
7. Upon completion of an investigation, timely notification shall be provided to the perpetrator of the documented and verified bullying. This information should be provided within seven (7) days of the conclusion of the investigation.

Reports may be made anonymously. However, no formal disciplinary action shall be taken solely on the basis of an anonymous report. Reports shall be made immediately to the building principal by any school employee that has reliable information that would lead a reasonable person to suspect that a person is a target of bullying.

The Superintendent shall be responsible for enforcing this policy. The building principal should notify the superintendent within twenty-four (24) hours of any report of bullying. Upon completion of an investigation, the building principal should notify the superintendent of the findings of the investigation. Documentation should also be provided to the superintendent to establish that timely notification was provided to the parents of the victim and the parents of the perpetrator.

PROHIBITING BULLYING (REGULATION)

The Lawton Public Schools' student conduct code prohibits bullying. This regulation further explains the negative effects of that behavior and seeks to promote strategies for prevention.

Statement of Board Purpose in Adopting Policy

The board of education recognizes that bullying of students causes serious educational and personal problems, both for the student-victim and the initiator of the bullying. The board observes that this conduct:

1. Has been shown by national and state studies to have a substantial adverse effect upon school district operations, the safety of students and faculty, and the educational system at large.
2. Substantially disrupts school operations by interfering with the district's mission to instruct students in an atmosphere free from fear, is disruptive of school efforts to encourage students to remain in school until graduation, and is just as disruptive of the district's efforts to prepare students for productive lives in the community as they become adults.
3. Substantially disrupts healthy student behavior and thereby academic achievement. Research indicates that healthy student behavior results in increased student academic achievement. Improvement in student behavior through the prevention or minimization of intimidation, harassment, and bullying towards student-victims simultaneously supports the district's primary and substantial interest in operating schools that foster and promote academic achievement.
4. Substantially interferes with school compliance with federal law that seeks to maximize the mainstreaming of students with disabilities and hinders compliance with Individual Educational Programs containing objectives to increase the socialization of students with disabilities. Targets of bullying are often students with known physical or mental disabilities who, as a result, are perceived by bullies as easy targets for bullying actions.
5. Substantially interferes with the district's mission to advance the social skills and social and emotional well-being of students. Targets of intimidation, harassment, and bullying are often "passive-target" students who already are lacking in social skills because they tend to be extremely sensitive, shy, display insecurity, anxiety and/or distress; may have experienced a traumatic event; may try to use gifts, toys, money, or class assignments or performance bribes to protect themselves from intimidation, harassment, or bullying; are often small for their age and feel vulnerable to bullying acts; and/or may resort to carrying weapons to school for self-protection. Passive-target victims who have been harassed and demeaned by the behavior of bullies often respond by striving to obtain power over others by becoming bullies themselves, and are specifically prone to develop into students who eventually inflict serious physical harm on other students, or, in an effort to gain power over their life or situation, commit suicide.
6. Substantially disrupts school operations by increasing violent acts committed against fellow students. Violence, in this context, is frequently accompanied by criminal acts.
7. Substantially disrupts school operations by interfering with the reasonable expectations of other students that they can feel secure at school and not be subjected to frightening acts or be the victim of mistreatment resulting from bullying behavior.

PROHIBITING BULLYING, REGULATION (Cont.)

Bullying often involves expressive gestures, speech, physical acts that are sexually suggestive, lewd, vulgar, profane, or offensive to the education or social mission of this school district, and at times involves the commission of criminal acts. This behavior interferes with the curriculum by disrupting the presentation of instruction and also disrupts and interferes with the student-victim's or bystander's ability to concentrate, retain instruction, and study or to operate free from the effects of bullying. This results in a reluctance or resistance to attend school.

Definition of Terms

1. Statutory definition of harassment, intimidation, and bullying:

70 O.S. §24-100.3(c) of the School Safety and Bullying Prevention Act defines the terms "bullying," as including, but not limited to a pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication; directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student that a reasonable person should recognize will:

- A. Harm another student;
- B. Damage another student's property;
- C. Place another student in reasonable fear of harm to the student's person or damage to the student's property; or
- D. Insult or demean any student or group of students in such a way as to disrupt or interfere with the school's educational mission or the education of any student.

2. The "Reasonable Person" Standard

In determining what a "reasonable person" should recognize as an act placing a student in "reasonable" fear of harm, staff will determine "reasonableness" not only from the point of view of a mature adult, but also from the point of view of an immature child of the age of the intended victim along with, but not limited to, consideration of special emotional, physical, or mental needs of the particular child; personality or physical characteristics, or history that might cause the child to be particularly sensitive to efforts by a bully to humiliate, embarrass, or lower the self esteem of the victim; and the discipline history, personality of, and physical characteristics of the individual alleged to have engaged in the prohibited behavior.

3. General Display of Bullying Acts

Bullying, for purposes of this section of the regulation, includes harassment and intimidation, and vice versa. According to experts in the field, bullying in general is the exploitation of a less powerful person by an individual taking unfair advantage of that person, which is repeated over time, and which inflicts a negative effect on the victim. The seriousness of a bullying act depends on the harm inflicted upon the victim and the frequency of the offensive acts. Power may be, but is not limited to, physical strength, social skill, verbal ability, or other characteristics. Bullying acts by students have been described in several different categories.

PROHIBITING BULLYING, REGULATION (Cont.)

- A. Physical Bullying includes harm or threatened harm to another's body or property, including, but not limited to, what would reasonably be foreseen as a serious expression of intent to inflict physical harm or property damage through verbal or written speech or gestures directed at the student-victim, when considering the factual circumstances in which the threat was made and the reaction of the intended victim. Common acts include tripping, hitting, pushing, pinching, pulling hair, kicking, biting, starting fights, daring others to fight, stealing or destroying property, extortion, assaults with a weapon, other violent acts, and homicide.
- B. Emotional Bullying includes the intentional infliction of harm to another's self-esteem, including, but not limited to, insulting or profane remarks, insulting or profane gestures, or harassing and frightening statement, when such events are considered in light of the surrounding facts, the history of the students involved, and age, maturity, and special characteristics of the students.
- C. Social Bullying includes harm to another's group acceptance, including, but not limited to, harm resulting from intentionally gossiping about another student or intentionally spreading negative rumors about another student that results in the victim being excluded from a school activity or student group; the intentional planning and/or implementation of acts or statements that inflict public humiliation upon a student; the intentional undermining of current relationships of the victim-student through the spreading of untrue gossip or rumors designed to humiliate or embarrass the student; the use of gossip, rumors, or humiliating acts designed to deprive the student of awards, recognition, or involvement in school activities; the false or malicious spreading of an untrue statement or statements about another student that exposes the victim to contempt or ridicule or deprives the victim of the confidence and respect of student peers; or the making of false statements to others that the student has committed a crime, or has an infectious, contagious, or loathsome disease, or similar egregious representations.
- D. Sexual Bullying includes harm to another resulting from, but not limited to, making unwelcome sexual comments about the student; making vulgar, profane, or lewd comments or drawings or graffiti about the victim; directing vulgar, profane, or lewd gestures toward the victim; committing physical acts of a sexual nature at school, including the fondling or touching of private parts of the victim's body; participation in the gossiping or spreading of false rumors about the student's sexual life; written or verbal statements directed at the victim that would reasonably be interpreted as a serious threat to force the victim to commit sexual acts or to sexually assault the victim when considering the factual circumstances in which the threat was made and the reaction of the intended victim; off-campus dating violence by a student that adversely affects the victim's school performance or behavior, attendance, participation in school functions or extracurricular activities, or makes the victim fearful at school of the assaulting bully; or the commission of sexual assault, rape, or homicide. Such conduct may also constitute sexual harassment – also prohibited by Lawton Public Schools.

Procedures Applicable to the Understanding of and Prevention of Bullying of Students

1. Student and Staff Education and Training

All staff will be provided with a copy of the district's policy on prevention of bullying of students. All students will be provided a summary of the policy and notice that a copy of the entire policy is available on request. Lawton Public Schools is committed to providing appropriate and relevant training to staff

PROHIBITING BULLYING, REGULATION (Cont.)

regarding identification of behavior constituting bullying of students and the prevention and management of such conduct.

Students, like staff members, shall participate in an annual education program that sets out expectations for student behavior and emphasizes an understanding of bullying of students, the district's prohibition of such conduct, and the reasons why the conduct is destructive, unacceptable, and will lead to discipline. Students shall also be informed of the consequences of bullying conduct toward their peers.

B. Lawton Public Schools' Safe School Committee

The safe school committee has the responsibility of studying and making recommendations regarding unsafe conditions, strategies for students to avoid harm at school, student victimization, crime prevention, school violence, and other issues that interfere with or adversely affect the maintenance of safe schools.

With respect to student harassment, intimidation, and bullying, the safe school committee shall consider and make recommendations regarding professional staff development needs of faculty and other staff related to methods to decrease student harassment, intimidation, and bullying and understanding and identifying bullying behaviors. In addition, the committee shall make recommendations regarding: identification of methods to encourage the involvement of the community and students in addressing conduct involving bullying; methods to enhance relationships between students and school staff in order to strengthen communication; and fashioning of problem-solving teams that include counselors and/or school psychologists.

In accomplishing its objectives, the committee shall review traditional and accepted harassment, intimidation, and bullying prevention programs utilized by other states, state agencies, or school districts. (See also policy BDFC.)

Student Reporting

Students are encouraged to inform school personnel if they are the victim of or a witness to acts of harassment, intimidation, or bullying.

Staff Reporting

An important duty of the staff is to report acts or behavior that the employee witnesses that appears to constitute harassing, intimidating, or bullying. Employees, whether certified or noncertified, shall encourage students who tell them about acts that may constitute intimidation, harassment, or bullying to complete a report form. For young students, staff members given that information will need to provide direct assistance to the student.

Staff members who witness such events are to complete reports and to submit them to the employee designated by the superintendent to receive them. Staff members who hear of incidents that may, in the staff member's judgment, constitute harassment, intimidation, or bullying, are to report all relevant information to the superintendent or his/her designee.

PROHIBITING BULLYING, REGULATION (Cont.)Parental Responsibilities

Parents/guardians will be informed in writing of the district's program to stop bullying. An administrative response to bullying may involve certain actions to be taken by parents. Parents will be informed of the program and the means for students to report bullying acts toward them or other students. They will also be told that to help prevent bullying at school they should encourage their children to:

1. Report bullying when it occurs;
2. Take advantage of opportunities to talk to their children about bullying;
3. Inform the school immediately if they think their child is being bullied or is bullying other students;
4. Watch for symptoms that their child may be a victim of bullying and report those symptoms; and
5. Cooperate fully with school personnel in identifying and resolving incidents.

Discipline of Students

In administering discipline, consideration will be given to alternative methods of punishment to ensure that the most effective discipline is administered in each case. In all disciplinary action, teachers and administrators will be mindful of the fact that they are dealing with individual personalities. The faculty may consider consultation with parents to determine the most effective disciplinary measure.

In considering alternatives of corrective actions, the faculty/administration of the school district will consider those listed below. However, the school is not limited to these alternative methods, nor does this list reflect an order or sequence of events to follow in disciplinary actions. The board of education will rely upon the judgment and discretion of the administrator to determine the appropriate remedial or corrective action in each instance.

1. Conference with student
2. Conference with parents
3. In-school suspension
4. Detention
5. Referral to counselor
6. Behavioral contract
7. Changing student's seat assignment or class assignment
8. Requiring a student to make financial restitution for damaged property
9. Requiring a student to clean or straighten items or facilities damaged by the student's behavior
10. Restriction of privileges
11. Involvement of local authorities
12. Referring student to appropriate social agency
13. Suspension
14. Other appropriate disciplinary action as required and as indicated by the circumstances which may include, but is not limited to, removal from eligibility to participate or attend extracurricular activities as well as removal

PROHIBITING BULLYING, REGULATION (Cont.)

from the privilege of attending or participating in the graduation ceremony, school dances, prom, prom activities, and/or class trips.

The above consequences will be imposed for any person who commits an act of bullying as well as any person found to have falsely accused another as a means of retaliation, reprisal, or as a means of bullying. Strategies will be created to provide counseling or referral to appropriate services, including guidance, academic intervention, and other protection for students, both targets and perpetrators, and family members affected by bullying, as necessary.

Publication of Policy

Annual written notice of this policy will be provided to parents, guardians, staff, volunteers, and students with age-appropriate language for students. Notice of the policy will be posted at various locations within each school site, including but not limited to, cafeterias, school bulletin boards, and administrative offices. The policy will be posted on the school district's website at (*school's website*) and at each school site that has an Internet website. The policy will be included in all student and staff handbooks.

REPORTING STUDENTS UNDER THE INFLUENCE OF OR POSSESSING ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES

It is the policy of the Lawton Board of Education that any administrator, teacher, or counselor who has reasonable suspicion that a student may be under the influence of, or has in his or her possession, alcoholic beverages - including the legally nonintoxicating beverage commonly referred to as 3.2 beer (low-point beer) - or a controlled dangerous substance as defined by law shall immediately notify the principal of such suspicions. The principal shall immediately notify the superintendent of schools, law enforcement, and a parent or legal guardian of said student's possession of a controlled or counterfeit substance or suspected abuse thereof.

Any search, seizure, or subsequent disciplinary action shall be subject to applicable school policies, regulations, state laws, or student handbook rules.

Every administrator, teacher, or counselor employed by the board of education who has reason to believe that a student is under the influence of, or has possession of, alcoholic beverages (including 3.2 beer) or a controlled dangerous substance and who reports such information to appropriate school officials shall not be subject to civil liability unless such referral was made in bad faith or with malicious purpose.

This policy shall be distributed to each classroom teacher. Receipt shall be acknowledged in a form to be determined by the superintendent.

REFERENCE: 70 O.S. §24-138
63 O.S. §2-101, et seq.
70 O.S. §24-102
37 O.S. §163.2

NOTE: A copy of this policy must be filed with the State Superintendent of Public Instruction in accordance with 70 O.S. §24-138. While the cited statute requires only that school districts develop a written policy requiring only *teachers* to report students under the influence of certain substances, the State Department of Education has interpreted the civil liability exemption statute (70 O.S. §24-132) as requiring school administrators, teachers, or counselors to make such reports. Therefore, a school district's policy may be written to require reporting by administrators, teachers, and counselors.

THIS POLICY REQUIRED BY LAW.

WEAPONS-FREE SCHOOLS

It is the policy of this school district to comply fully with the Gun-Free Schools Act.

1. Any student in this school district who uses or possesses a firearm at school, at any school-sponsored event, or in or upon any school property including school transportation or school-sponsored transportation may be removed from school for one full calendar year or longer.

The superintendent or designee may modify the provisions of this policy on a case-by-case basis. However, any substantial modification must be reported to the board of education at its next meeting.

Firearms are defined in Title 18 of the United States Code, Section 921, as (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device including any explosive, incendiary or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or any device similar to the above.

Such firearm or weapon will be confiscated and released only to a law enforcement authority.

2. Oklahoma Statutes, Title 21, Section 1280.1 prohibits any person to have in such person's 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 firearm or weapon as defined in Title 21, Section 1272, below:

"...any pistol, revolver, shotgun or rifle whether loaded or unloaded, or any blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon, whether such weapon is concealed or unconcealed."

The school district also prohibits the possession of any knife that is brought to school that could be utilized in a manner to harm another. Whether or not a student will be disciplined for the possession of a knife will be determined on a case by case basis. Students with disabilities are subject to this policy and will be disciplined in accordance with district policy and the Individuals with Disabilities Act and Section 504 of the Rehabilitation Act.

An exception to this policy may be made for students participating in an authorized extracurricular activity or team involving the use of firearms or archery equipment. In addition, exceptions will be made for 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 Corp (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 district where the ceremony, assembly or educational program is being held; provided, however, that the gun or other weapon that uses projectiles is not loaded and is inoperable at all times while on school property.

A handgun may be carried in a motor vehicle pursuant to a valid handgun license authorized by the Oklahoma Self-Defense Act onto property set aside by a public or private elementary or secondary school for the use or parking of any vehicle; provided, however, said handgun shall be stored and hidden from view in a locked motor vehicle when the motor vehicle is left unattended on school property.

WEAPONS-FREE SCHOOLS (Cont.)

Any student who violates this policy will be subject to discipline which may include suspension for the remainder of the semester and the entire succeeding semester or up to one full calendar year or longer (for firearms) or for any term less than one calendar year (for weapons other than firearms) as determined by the superintendent or the superintendent's designee. Disciplinary action will be determined on a case-by-case basis.

Students found to be in violation of this policy shall be referred to the appropriate criminal or juvenile justice system. Any firearms found on the premises shall be reported to law enforcement and will immediately be turned over to local law enforcement as per state law requirements.

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).

REFERENCE: 18 U.S.C. § 921
21 O.S. § 1271.1, § 1280.1, and § 1289.24
70 O.S. § 24-132.1

NOTE : The district is required to include, in each application to the State Department of Education for assistance under the Elementary and Secondary Education Act of 1965, a description of the circumstances surrounding any expulsions imposed under this policy, including the name of the school; the number of students expelled from the school, and the type of weapons concerned.

THIS POLICY REQUIRED BY LAW.

SEARCH OF STUDENTS

The Lawton Board of Education believes that all students should be free from unreasonable search and seizure by school officials. However, it shall be the policy of the board that the superintendent, principal, teacher, and security personnel shall have the authority to search a student and a student's property when there is reasonable suspicion for such searches. The superintendent is instructed to establish a regulation for board approval that supports this policy.

REFERENCE: 70 O.S. §24-102

SEARCH OF STUDENTS (REGULATION)

In accordance with the policy of the board of education, searches of students shall be conducted under the following circumstances:

The superintendent, principal, teacher, or security personnel of this school (authorized personnel) may detain and search any student or students on the premises of the public schools, or while attending, or while in transit to, any event or function sponsored or authorized by the school only under the following conditions:

1. When any authorized person has reasonable suspicion that the student may have on the student's person or property alcohol, dangerous weapons, unauthorized electronic paging devices, controlled dangerous substances as defined by law, stolen property if the property in question is reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or any other items which have been or may reasonably be disruptive of school operations or in violation of student discipline rules.
2. School lockers and school desks are the property of the school, not the student. Students have no expectation of privacy concerning lockers, desks, or other school property. The users of lockers, desks, and other storage areas or compartments have no reasonable expectation of privacy from school employees as to the contents of those areas. Lockers, desks, and other storage areas or compartments may be subjected to searches at any time with or without reasonable suspicion. Students are not to use any school area or property to contain any item that should not be at school. Students shall not exchange lockers or desks or use any lockers or desks other than those assigned to them by the principal.
3. Authorized personnel may search a student, within the limits of state and federal law (or this policy), whenever the student consents to such a search. However, consent obtained through threats or coercion is not considered to be freely and voluntarily given.
4. Authorized personnel conducting a search shall have authority to detain the student or students and to preserve any contraband seized.
5. Any searches of students as outlined herein will be conducted by an authorized person who is the same sex as the person being searched and shall be witnessed by at least one other authorized person who is of the same sex as the person being searched.
6. Strip searches are forbidden. No clothing except cold weather outer garments will be removed before or during a search.
7. Items that may be seized during a lawful search - in addition to those mentioned in paragraph 1 above - shall include, but not be limited to, any item, object, instrument, or material commonly recognized as unlawful or prohibited. For example: prescription or nonprescription medicines, switchblade knives, brass knuckles, billy clubs, and pornographic literature are commonly recognizable as unlawful or prohibited items. Such items, or any other items which may pose a threat to a student, the student body, or other school personnel, shall be seized, identified as to ownership if possible, and held for release to proper authority.

SEARCH OF STUDENTS, REGULATION (Cont.)

8. Any student found to be in possession of dangerous weapons, controlled dangerous substances, or other unlawful or prohibited items may be suspended by the superintendent for a period not to exceed the current school semester and the succeeding semester. Such suspension may be in addition to any civil or criminal liability.

REFERENCE: 70 O.S. §24-102
70 O.S. §24-101.3

WIRELESS TELECOMMUNICATION DEVICES

It is the policy of the Board of Education that a student may possess a wireless telecommunications device while on school premises, or while in transit under the authority of the school, or while attending any function sponsored or authorized by the school upon prior written consent of both the student's parent or guardian, and the superintendent or the superintendent's designee.

Upon reasonable suspicion, the superintendent, principal, teacher, or security personnel shall have the authority to detain and search, or authorize the search of, any student or property in the possession of the student for unauthorized wireless telecommunication devices.

Students found to be using any wireless telecommunications device for any illegal purpose, violation of privacy, or to in any way send or receive personal messages, data, or information that would contribute to or constitute cheating on tests or examinations shall be subject to discipline and the device shall be confiscated and not returned until a parent conference has been held. Students violating this rule will be disallowed from carrying any wireless telecommunication device following the incident unless a bona fide health emergency exists.

Students found to be in possession of or using a wireless telecommunications device in violation of the rules shall be subject to disciplinary action under the student discipline policy, including, but not limited to confiscation of the device pending parent/guardian conference, detention, or suspension. Punishment for violation will be determined by the administration on a case-by-case basis. Where appropriate, police authorities may be contacted.

REFERENCE: 70 O.S. §24-101.1, et seq.
70 O.S. §24-102

THIS POLICY REQUIRED BY LAW.

STUDENT DISCIPLINE

The Lawton Board of Education believes that the school's primary goal is to educate, not to discipline. However, education includes establishing norms of social behavior and assisting students in understanding and attaining those norms. Occasionally, corrective actions are necessary for the benefit of the individual and the school. The teacher in a public school has the same rights as a parent or guardian to control and discipline a child while the child is in attendance, in transit to or from the school, or participating in any authorized school function. Further, it is the policy of the district that students may be disciplined for any misconduct related to the programs or activities of the district. No teacher or administrator will administer formal discipline to his or her own child on behalf of the school except in cases of disruption in the classroom or common areas. Disciplinary matters concerning children of school employees will be handled by the appropriate principal or the superintendent or the superintendent's designee. The superintendent's child will be disciplined by someone other than the superintendent.

Each student shall be treated in a fair and equitable manner. Disciplinary action will be based on a careful assessment of the circumstances surrounding each infraction. The following are some examples of these circumstances:

- The seriousness of the offense;
- The effect of the offense on other students;
- Whether the offense is physically or mentally injurious to other people;
- Whether the incident is isolated or habitual behavior;
- The manifestation of a disability;
- Any other circumstances which may be appropriately considered.

Standards of behavior for all members of society are generally a matter of common sense. The following examples of behavior are not acceptable in society generally, and in a school environment particularly. The involvement of a student in the kind of behavior listed below will generally require remedial or corrective action. These examples are not intended to be exhaustive and the exclusion or omission of unacceptable behavior is not an endorsement or acceptance of such behavior. When, in the judgment of a teacher or administrator, a student is involved or has been involved in unacceptable behavior, appropriate remedial or corrective action will be taken.

1. Unexcused lateness to school
2. Unexcused lateness to class
3. Cutting class
4. Leaving school without permission
5. Refusing detention/late room
6. Smoking
7. Truancy
8. Possessing or using alcoholic beverages or other mood-altering chemicals
9. Stealing
10. Forgery, fraud, or embezzlement
11. Assault, physical and/or verbal
12. Fighting
13. Possession of weapons or other items with the potential to cause harm
14. Distributing obscene literature
15. Destroying/defacing school property

STUDENT DISCIPLINE (Cont.)

16. Racial discrimination including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another student, an employee, or a visitor
17. Sexual Harassment
18. Gang related activity or action
19. Cheating
20. Bullying/Harassment
21. Defiance of Authority
22. Profanity

In administering discipline, consideration will be given to alternative methods of punishment to insure that the most effective discipline is administered in each case. In all disciplinary action, teachers and administrators will be mindful of the fact that they are dealing with individual personalities. The faculty may consider consultation with parents to determine the most effective disciplinary measure.

In considering alternatives of corrective actions, the faculty/administration of the school district will consider those listed below. However, the school is not limited to these alternative methods, nor does this list reflect an order or sequence of events to follow in disciplinary actions. The board of education will rely upon the judgment and discretion of the administrator to determine the appropriate remedial or corrective action in each instance.

1. Conference with student
2. Conference with parents
3. In-school suspension
4. Detention
5. Referral to counselor
6. Behavioral contract
7. Changing student's seat assignment or class assignment
8. Requiring a student to make financial restitution for damaged property
9. Requiring a student to clean or straighten items or facilities damaged by the student's behavior
10. Restriction of privileges
11. Involvement of local authorities
12. Referring student to appropriate social agency
13. Suspension
14. Other appropriate disciplinary action as required and as indicated by the circumstances which may include, but is not limited to, removal from eligibility to participate or attend extracurricular activities as well as removal from the privilege of attending or participating in the graduation ceremony, school dances, prom, prom activities, and/or class trips.

Parents, guardians, and students enrolled in this school district shall be notified at the beginning of each school year that this policy is in effect. A copy of this policy will be made available upon request to parents or guardians at any time during the school year.

Parents, guardians, and students residing in this school district are also advised by means of this policy statement and by the student handbook that students in this district shall have no reasonable expectation of privacy rights towards school officials, in school lockers, desks, or other school property. School personnel shall have access to school lockers, desks, and other school property at any time and no reason shall be necessary for such search. Student property may be searched with reasonable suspicion.

STUDENT DISCIPLINE (Cont.)

Teachers, parents, guardians, and students are invited and encouraged to participate in the formulation of disciplinary policies, rules, and regulations by suggesting to administrators appropriate means of discipline for specific infractions.

REFERENCE: 10 O.S. §7115
70 O.S. §6-114
70 O.S. §24-101.3

THIS POLICY REQUIRED BY LAW.

CORPORAL PUNISHMENT

It is the policy of the Lawton Board of Education to administer corporal punishment only as a last resort after other reasonable corrective measures have been used without success. However, under no circumstances shall any child in DHS custody be administered corporal punishment. School district personnel are prohibited from using corporal punishment on students identified with the most significant cognitive disabilities according to criteria established by the State Department of Education unless the punishment is addressed in the student's individualized education program (IEP).

At the beginning of the school year, parents and legal guardians will be provided the opportunity to request the nonadministration of corporal punishment to their children. If a request for the nonadministration of corporal punishment has not been signed, the administration shall notify a parent or legal guardian that corporal punishment is being planned. At that time, the parent or legal guardian may request that corporal punishment not be administered.

Corporal punishment must be administered only in the presence of another professional, certificated staff member, preferably an administrator. Careful documentation of each occasion shall be made by the teacher or the administrator or both. Such documentation will identify the student and set forth the behavior necessitating the punishment; the person who administered the punishment; and the name of witnesses.

Under no circumstances shall other students or non-certificated personnel observe the administration of corporal punishment. The student shall be carefully advised of the nature of the rule infraction for which the punishment is being administered.

If a parent or legal guardian has requested that corporal punishment not be administered to the student, alternative discipline will be considered and may include suspension from school.

REFERENCE: 10 O.S. §7115
70 O.S. §6-113.1
70 O.S. §6-114
70 O.S. §13-116

SUSPENSION OF STUDENTS

It is the policy of the Board of Education that the superintendent or designee may suspend a student for:

- Violations of policy or regulations
- Possession of an intoxicating beverage, low-point beer (See policy FNCE)
- Possession of missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities
- Possession of a dangerous weapon or a controlled dangerous substance while on or within two thousand (2,000) feet of public school property, or at a school event (Uniform Controlled Dangerous Substances Act) (See policies FNCE and FNCGA)
- Possession of a firearm shall result in out-of-school suspension of not less than one year (See policy FNCGA)
- Any act which disrupts the academic atmosphere of the school, endangers or threatens fellow students, teachers, or officials or damages property
- Students in grades six through twelve found to have assaulted, attempted to cause physical bodily injury, or acted in a manner that could reasonably cause bodily injury to a school employee or person volunteering for a school shall be suspended for the remainder of the current semester and the next consecutive semester. The term of the suspension may be modified by the school district superintendent on a case-by-case basis.

Before a student is suspended out-of-school, the principal shall consider and apply, if appropriate, alternative in-school placement options that are not to be considered suspension, such as placement in an alternative school setting, reassignment to another classroom, or in-school detention. A student suspended out-of-school 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 school administration that provides education in accordance with the supporting regulations. Parents or guardians will be provided a copy of the education plan and will bear the responsibility of monitoring the student's educational progress until the student is readmitted to school. Students suspended from school shall be ineligible to participate in extracurricular activities. Additionally, any student serving suspension during the time of graduation activities shall not be allowed to participate in or attend ceremonies or programs honoring graduates.

No school board member, administrator, or teacher may be held civilly liable for any action taken in good faith, which is authorized by law under the provisions of this policy.

The superintendent is directed to establish regulations, subject to board approval, which support this policy. Such regulations shall include provisions for appeal of suspension to a suspension appeals committee and/or the board of education. The superintendent may delegate authority for suspensions of students to building principals.

REFERENCE: 10 O.S. §7005-1.2
10 O.S. §7303-5.3
10 O.S. §7307-1.2
37 O.S. §163.2
70 O.S. §24-101.3, §24-102, §24-103, et seq.

THIS POLICY REQUIRED BY LAW.

SUSPENSION OF STUDENTS (REGULATION)

In accordance with the policy of the board of education, the following regulation shall govern the suspension of students from school.

The authority to suspend a student from a school in the school district is delegated to the respective building principals.

1. Any student may be suspended for:
 - Violations of policy or regulations
 - Possession of an intoxicating beverage, low-point beer (37 O.S. §163.2) (See policy FNCE)
 - Possession of missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities
 - Possession of a dangerous weapon or a controlled dangerous substance while or within two thousand (2,000) feet of public school property, or at a school event (Uniform Controlled Dangerous Substances Act) (See policies FNCE and FNCGA)
 - Possession of a firearm may result in out-of-school suspension of not less than one year (See policy FNCGA)
 - Any act which disrupts the academic atmosphere of the school, endangers or threatens fellow students, teachers, or officials, or damages property
 - Students in grades six through twelve found to have assaulted, attempted to cause physical bodily injury, or acted in a manner that could reasonably cause bodily injury to a school employee or person volunteering for a school shall be suspended for the remainder of the current semester and the next consecutive semester. The term of the suspension may be modified by the school district superintendent on a case-by-case basis.
2. A full suspension shall not extend beyond the present semester and the succeeding semester except for violations of the Gun-Free Schools Act which provides suspensions for up to one calendar year or longer. (See policy FNCGA.)
3. Except under circumstances that require the immediate removal of a student or students, the parent(s) or legal guardian(s) shall be informed before a student is released from school.
4. Any student who has been adjudicated as a delinquent and has been removed from a public or private school in this state or any other state for such act, will not be enrolled in a regular class room setting in the district but may be provided an alternative education solution until such time as that student no longer poses a threat to self, other students, or faculty.
5. Students suspended out-of-school who are on an individualized education plan pursuant to IDEA, P.L. No. 101-476, shall be provided the education and related services in accordance with the student's IEP.
6. A student who has been suspended for a violent offense that is directed towards a classroom teacher shall not be allowed to return to that teacher's classroom without the approval of that teacher.

SUSPENSION OF STUDENTS, REGULATION (Cont.)Procedural Steps to Suspension

Before a student is suspended from school, the principal of that school shall consider and apply, if appropriate, alternative in-school placement options that are not to be considered suspensions. Such placements can include an alternative school setting, reassignment to another classroom, or in-school detention. If such alternate placement is rejected, written justification must be placed in the student's permanent record.

1. Probation. A student may be placed on probation with or without additional disciplinary action. If probation is elected by the principal as a suitable alternative to suspension, both the student and the parent(s) shall be notified of the probation and the reasons therefor.
2. In-school placement. In-school placement is an alternative to out-of-school suspension. In-school placement will be imposed by the student's principal, and the student will be placed in a supervised, structured environment. This placement will not be considered suspension and may include an alternative school setting, reassignment to another classroom, or in-school detention.
3. Out-of-school suspension.
 - A. Both the student and the parent(s) shall be notified of the suspension, the grounds therefor, and the right to appeal the suspension to the board of education. A student suspended out-of-school will be placed in a supervised, structured environment in either a home-based school work assignment setting or another appropriate setting.
 - B. If a student is suspended out-of-school for five (5) days or less, the district may provide an education plan. If a student is suspended for more than five (5) days and is found guilty of acts as described above, the school administration shall provide the student with an education plan designed for the eventual reintegration of the student into school which provides for the core units in which the student is enrolled. The minimum core units shall consist of English, mathematics, science, social studies, and art. The plan shall set out the procedure for education and shall address academic credit for work satisfactorily completed. A copy of the plan shall be provided to the student's parents or guardian, and the parents or guardian shall be responsible for the provision of a supervised, structured environment in which the parent or guardian shall place the student and bear responsibility for monitoring the student's educational progress until the student is readmitted to school.

Appellate ProceduresSuspension Appeals Committee

A suspension appeals committee is hereby established which will consist of three (3) administrators or teachers or a combination thereof. The members of the committee shall be appointed by the superintendent and may include the superintendent. However, any member of the committee who initiated a suspension in a case shall be excused from the committee during any appeal of that particular case.

SUSPENSION OF STUDENTS, REGULATION (Cont.)Appellate Procedures

1. Any student who has been suspended for ten (10) days or less under the steps listed above, or the student's parent(s), may appeal the suspension to the suspension appeals committee. The following procedures shall govern the appellate process:
 - A. The student, or the student's parent(s), shall notify the superintendent within ten (10) days following the suspension or the notice of the intent to suspend of their intent to appeal the suspension.
 - B. Upon receiving notice of a student's intent to appeal, the superintendent shall advise the suspension appeals committee. The suspension appeals committee shall hear the appeal within ten (10) days from the date the notice of intent is filed with the superintendent. The superintendent, at his/her discretion, may permit the suspended student to attend classes pending the outcome of the appeal.
 - C. During the hearing of the appeal before the suspension appeals committee, the student or the student's parent(s) shall have the right to provide evidence as to why the suspension, or the duration thereof, is inappropriate. The student shall not have the right to be represented by legal counsel, unless the school district is represented by legal counsel.
 - D. The suspension appeals committee shall determine the guilt or innocence of the student, and the reasonableness of the term of the suspension. The suspension appeals committee may uphold, overrule, or modify the suspension. The student and the student's parent(s) shall be notified within five (5) days of the decision.
 - E. Decisions of the suspension appeals committee may not be appealed to the board of education. The decision of the suspension appeals committee shall be final.
2. Any student who has been suspended for greater than ten (10) days under the steps listed above, or the student's parent(s), may request a review of the suspension with the administration. If the administration does not withdraw the suspension, the student shall have the right to appeal the decision to the board of education. The following procedures shall govern the appellate process:
 - A. The student, or the student's parent(s), shall notify the superintendent within ten (10) days following the suspension or the notice of the intent to suspend of their intent to appeal the suspension.
 - B. Upon receiving notice of a student's intent to appeal, the superintendent shall advise the board of education. The board of education may conduct the hearing or may appoint a hearing officer to conduct the hearing. The board of education or hearing officer shall hear the appeal within ten (10) days from the date the notice of intent is filed with the superintendent. The superintendent, at his/her discretion, may permit the suspended student to attend classes pending the outcome of the appeal.

SUSPENSION OF STUDENTS, REGULATION (Cont.)

- C. During the hearing of the appeal before the board of education or hearing officer, the student or the student's parent(s) shall have the right to provide evidence as to why the suspension, or the duration thereof, is inappropriate. The student shall not have the right to be represented by legal counsel, unless the school district is represented by legal counsel.
- D. The board of education or hearing officer shall determine the guilt or innocence of the student, and the reasonableness of the term of the suspension. The board of education or hearing officer may uphold, overrule, or modify the suspension. The student and the student's parent(s) shall be notified within five (5) days of the decision. The decision of the board of education or hearing officer shall be final.

THIS POLICY REQUIRED BY LAW.

**STUDENTS:
FEES, FINES, AND CHARGES**

It is the goal of the Lawton Board of Education to provide a free, appropriate, public education to all the children of this district. However, there are certain areas in which the payment of fees, fines, or charges may be required. The superintendent is directed to establish a regulation designating such areas and setting forth methods of payment.

**STUDENTS:
FEES, FINES, AND CHARGES
(REGULATION)**

In accordance with the policy of the board of education, the following areas will require payment of a fee, fine, or charge by the student:

1. Membership dues in student organizations or clubs and admission fees or charges for attending extracurricular activities when membership or attendance is voluntary.
2. Security deposits for the return of material, supplies, or equipment.
3. Items of personal use such as student publications, class rings, annuals, and graduation announcements.
4. Any authorized student health or accident benefit plan.
5. A reasonable fee, not to exceed the actual annual maintenance cost for the use of musical instruments and uniforms owned or rented by the district.
6. Items of personal apparel that become the property of the student and which are used in extracurricular activities.
7. Parking fees and fees for identification cards if applicable.
8. Fines assessed for lost, damaged, or overdue library books.
9. Other fees, fines, or charges specifically permitted or required by law.

Payments to schools for lost or damaged instructional materials will be deposited in the school activity fund as a line item account and will be used to purchase replacement materials as necessary.

All lost or damaged materials must be paid for before the end of the school year in which the loss or damage occurs or before a student officially withdraws from the school district.

Students in the 12th grade who have not fulfilled these obligations also will be denied a cap and gown and the privilege of participating in the graduation ceremonies of the class.

OPEN RECORDS ACT

It is the policy of the Lawton Board of Education to recognize and facilitate the public's right of access to and review of public records. The district is not required to release information contained in its education records except in conformity with the provisions of the Open Records Act, Title 51, Oklahoma Statutes, Section 24 A.1. and only to the extent that said act does not violate federal law. (See GBA-R.)

The superintendent shall be the district's custodian of public records and shall be responsible for the preservation and care of those public records. At least one person shall be available at all times to release records during the regular business hours of the school district. Additionally, the superintendent may establish reasonable rules of procedure by which public records may be inspected.

The superintendent shall charge a fee to recover the reasonable direct costs of copying district records. The superintendent shall also charge a fee for the direct costs of searching for district records sought for solely commercial purposes or for searches that cause excessive disruption to the district's essential functions. In no case shall a search fee be charged for records sought in the public interest including, but not limited to, releases to the news media, scholars, authors, and taxpayers seeking to determine whether officials of the district are honestly, faithfully, and competently performing their duties as public servants. Fees for copies shall be paid in advance before the copies are made. A deposit may be required for search fees. The fee schedule for searching for and copying of district records shall be as follows:

Copies:		Research:
8 1/2" X 11" or		\$25.00 per hour
8 1/2" x 14"	\$.25 per copy	
11" x 17" ledger	\$.50 per copy	
Certified copy	\$1.00 per page	

All confidential student records as defined by state and federal law shall remain confidential and accessible only to authorized personnel. The district may make requested records available on the Internet to comply with the obligation of providing prompt, reasonable access to records.

REFERENCE: 51 O.S. §24 A.1, et seq.

NOTE: If regular business hours are not maintained, the school district is required by law to post and maintain a written notice at the main office of the school district and with the county clerk, which notice shall include the following: (1) the hours records are available for inspecting, copying, and reproduction; (2) the name, address, and telephone number of the individual in charge of the records; and (3) detailed procedures for obtaining access to the records at least two days of the week, excluding Sunday.

**PUBLIC RECORD ACCESS REQUEST
OKLAHOMA OPEN RECORDS ACT**

To: Lawton Public School District
Lawton, 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 or causes excessive disruption of essential school functions, 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 _____, _____

Record Request No. _____.

OPEN RECORDS ACT (REGULATION)

In accordance with the policy of the board of education to recognize and facilitate the public's right of access to and review of the district's public records, the following regulations shall apply:

Public access to district records shall be provided in accordance with applicable federal and state laws and regulations. The district shall implement the following procedures to provide prompt and reasonable access to its records in a manner that protects the integrity and organization of its records and prevents excessive disruptions of its essential functions.

1. Records specifically exempted by law from public inspection and copying are also exempted from this policy, including but not limited to:
 - A. Records which relate to internal personnel investigations including examination and selection material for employment, hiring, appointment, promotion, demotion, discipline, or resignation.
 - B. Records where disclosure would constitute a clearly unwarranted invasion of personal privacy such as employee evaluations, payroll deductions, employment applications submitted by persons not hired by the public body, and transcripts from institutions of higher education maintained in the personnel files of certified public employees (may disclose degree obtained and curriculum on the transcripts of certified public employees).
 - C. Records of what transpired during meetings of the district's board of education lawfully closed to the public, such as executive sessions authorized under the Oklahoma Open Meeting Act. The following information may be kept confidential:
 1. Investigative evidence of a plan or scheme to commit an act of terrorism;
 2. Assessments of the vulnerability of government facilities or public improvements to an act of terrorism and work papers directly related to preparing the assessment of vulnerability;
 3. Plans for deterrence or prevention of or protection from an act of terrorism;
 4. Plans for response or remediation after an act of terrorism;
 5. Information technology of a public body or public official but only if the information specifically identifies:
 - a. Design or functional schematics that demonstrate the relationship or connections between devices or systems;
 - b. System configuration information;
 - c. Security monitoring and response equipment placement and configuration;
 - d. Specific location or placement of systems, components, or devices;

OPEN RECORDS ACT, REGULATION (Cont.)

- e. System identification numbers, names, or connecting circuits;
 - f. Business continuity and disaster planning, or response plans; or
 - g. Investigation information directly related to security penetrations or denial of services; or
6. Investigation evidence of an act of terrorism that has already been committed.

The term "terrorism" means any act encompassed by the definitions set forth in Section 1268.1 of Title 21 of the Oklahoma Statutes.

- D. The home address or social security number of any employee or former employee.
2. Requests for the inspection and copying of district records will be accommodated by district personnel designated to release district records for inspection and copying as soon as it is determined the requested records are not exempt from inspection and copying. Such determination may require the consideration of the superintendent and/or the district's attorney. Records shall only be available during the regular business hours of the district's administration building.
3. The superintendent shall charge a fee to recover the reasonable direct costs of copying district records. The superintendent shall also charge a fee for the direct costs of searching for district records sought for solely commercial purposes or for searches which cause excessive disruption to the district's essential functions. Search fees shall not be charged for records sought in the public interest, including, but not limited to releases to the news media, scholars, authors, and taxpayers seeking to determine whether officials of the district are honestly, faithfully, and competently performing their duties as public servants. Fees for copies shall be paid in advance before the copies are made. A deposit may be required for search fees. The fee schedule for searching for and copying of district records shall be as follows:

Copies: 8 1/2" x 11" - \$.25 per copy

8 1/2" x 14" - \$.25 per copy

Search fee: \$50.00 per hour

The referenced fees shall be posted at the principal office of the school district and with the county clerk.

4. The following records shall be kept confidential by the district:
- A. Individual student records;
 - B. Teacher lesson plans, tests, and other teaching material; and
 - C. Personal communications concerning individual students;

OPEN RECORDS ACT, REGULATION (Cont.)

- D. Personnel records which relate to internal personnel investigations including examination and selection material for employment, hiring, appointment, promotion, demotion, discipline, or resignation; or
 - E. Personnel records whose disclosure would constitute a clearly unwarranted invasion of personal privacy such as employee evaluations, payroll deductions, or employment applications submitted by persons not hired by the public body.
5. An employee of the district shall have a right of access to the employee's own personnel file.

REFERENCE: 51 O.S. §24A.5
51 O.S. §24A.27

NEWS MEDIA RELATIONS

The District seeks to encourage a positive relationship with the news media as part of a larger process of engagement with the general public in conveying the District's mission, goals, and values. Therefore, it is essential for news media representatives to receive accurate and complete information.

The welfare of students and the integrity of the educational day shall be the guiding influence in all decisions related to news media cooperation. Maintaining a safe and undisturbed environment on each campus, especially in the classroom, is imperative for learning.

The official spokesperson for the District shall be the Superintendent or designee. The Board President shall be designated as the spokesperson for the Board.

Therefore, it is the policy of the board of education to cause any information that is to be released to the media to be carefully monitored. Such monitoring is intended to insure accuracy and to prevent any potential liability for the unauthorized disclosure of confidential information. The school district will comply fully with the Freedom of Information Act and Open Records Act.

Any issue that appears to be sensitive or which may involve confidential information shall be cleared through the superintendent or the superintendent's designee. It may, in the superintendent's discretion, be necessary to submit issues that could lead to community disruption to the board of education.

The welfare of our students and the community is important and information that could cause embarrassment to either should be carefully screened prior to release.

NEWS MEDIA REQUESTS

News media requests for District or school events, activities, information, interviews, comments, or statements shall be directed to the Communications department.

NEWS RELEASES

News releases concerning the overall operations of the District, schools, events, initiatives, or activities shall be prepared by the Communications department.

COMMUNICATIONS DURING A CRISIS

In any situation affecting the District or an individual campus, the Superintendent or designee shall be the official District spokesperson and shall be responsible for all communication with the news media

BROADCASTING/LIVESTREAMING SCHOOL EVENTS AND ACTIVITIES

These guidelines provide a policy to guide broadcasts of school events and activities on the radio, internet or commercial, public, cable, or satellite television. Broadcasting is the as distribution of audio or video content or other messages for the purpose of selling advertisement to a dispersed audience via any electronic mass communications medium in a one-to-many model.

The school district may grant full broadcasting rights for events to serve the following purposes:

1. Highlights for the public the wide range of interscholastic sports in public secondary schools.
2. Provide a new dimension of sports entertainment for young people and adults.
3. Give increased public recognition to high school athletes and teams.
4. Generate revenue to help defray the cost of extracurricular activities and programs.

The superintendent or the superintendent's designee will determine which events are approved for broadcasting. The Athletic Director or designee will serve as liaison with broadcasters. Broadcasters will negotiate a contract with the school district for the rights to broadcast any event. Only broadcasters under contract with the school district may broadcast an event. Reciprocal agreements to broadcast home events with the opposing school district will be honored and must be preapproved by the Athletic Director.

Contracts for broadcasting will include: fee or percentage of advertising revenue to be paid to the school district; dates, location and times of games to be broadcast; insurance provisions, specific responsibilities of the broadcaster and school district with respect to advance set-up, types, and removal of equipment; promotional spots; advertising restrictions; selection of announcer; delay of broadcast; provisions of team roster and other information.

No alcoholic beverage, gambling, political, or tobacco products advertising may be accepted for any portion of an interscholastic sports contest. There will be no interruption of the normal progress of a game for commercial announcements.

The school district will not be responsible for any unlawful or negligent action on the part of the broadcaster.

The broadcaster shall have insurance coverage sufficient to hold the school district harmless from any accident claims that may result from the action of the broadcaster's employees or agents, malfunction of equipment, collapse of platforms, or any other structure or device which is the property or responsibility of the broadcaster or its agents.

Only radio will be permitted to broadcast events live. Television broadcasts and internet video streaming over the World Wide Web, in any form, must be tape delayed, unless stated otherwise by the school district. The school district will determine the minimum time for each broadcast. ***Live television broadcasts and internet streaming are permissible only with the express written consent of the school district.***

All promotion spots, other advertising, and contest broadcasts must be impartial and in no way promote or influence rivalries or inappropriate behavior on the part of contestants, students, or other observers. Criticism of the performance of students, coaches and officials is not permitted.

Name _____ Title _____
Contact # _____ Date _____
Email _____

ADVERTISING ON SCHOOL PROPERTY

Students, staff members, or the facilities of the schools may not be used in any manner for advertising or promoting the interests of any community or non-school agency or organization with the following exceptions:

1. The Superintendent of Schools may cooperate in furthering the work of any nonprofit, community-wide social service agency provided such cooperation does not infringe on or diminish the amount of time devoted to the school program.
2. Advertising may be sold to commercial agencies in building or district publications such as yearbooks, newspapers, and activity programs.
3. Fund-raising projects by school sponsored organizations may include advertising if approved by the building principal.
4. Advertising done in conjunction with the district's Adopt-A-Business Program is permitted.
5. Advertising or promotional campaigns conducted by community or commercial enterprises which demonstrate a clear benefit to students, which are not disruptive to the instructional program, which do not restrict other enterprises from offering similar programs, and which have the approval of the building principal are permitted. Nothing in this section shall restrict the building principal from obtaining competitive proposals where interest in an acceptable, approved campaign has been expressed by more than one community or commercial enterprise.

**DISTRIBUTION OF INFORMATION AND
MATERIALS ON SCHOOL PREMISES**

No printed matter or literature may be distributed on any property of the Lawton Public School System without the prior approval and consent of the school officials authorized by the Lawton Board of Education to make decisions in such matters.

SCHOOL VISITORS

It is the policy of the Board of Education that all visitors to any school facility obtain a visitor's pass at the building principal's office. Parents are requested not to send or allow siblings to visit students in the classroom.

Staff members are not normally expected to have personal visitors during the school day.

Agents or other persons shall not visit teachers during school hours for the purpose of selling books or other articles without written consent from the superintendent.

The superintendent or principal of any school shall have the authority to order any person¹ out of the school building and off the school property when it appears that the presence of such person is a threat to the peaceful conduct of school business, school activities, and/or school classes. This authority shall extend to the removal of any individual attending an official school activity or field trip where students are present, including an activity or field trip not on school property, when the superintendent or principal determines that a threat to the peaceful conduct of students exists. Any person who refuses to leave the school building or grounds after being ordered to do so by the superintendent or principal, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$500.00 or by imprisonment in the county jail for not more than 90 days, or by both such fine and imprisonment.

Any person who is requested to leave the premises shall be unable to return to the premises without the written permission of the administration for a period of six months. A grievance or an appeal may be filed by the individual as per district policy GJ-P.

**REFERENCE: 70 O.S. §24-131
21 O.S. §§ 1375, 1376**

THIS POLICY REQUIRED BY LAW.

¹ Does not include students, officers, or employees of the district.

CLASSROOM VISITATION

In order to provide school children with a reasonable opportunity to study and learn, it is the policy of the Board of Education to restrict classroom visitation to a minimum.

Any person who needs to visit a classroom or other school facility must obtain permission from the building principal's office. Visitors on school property without permission may be asked to leave the premises.

The building principal is directed to establish appropriate procedures to insure compliance with this policy. Such procedures will include posting notices at the entrance to each school building. The notices will require visitors to report to the principal's office before visiting any classroom or other facility.

The principal is authorized discretion in permitting visitation, and the board of education declares its support of any decision made by a principal in denying visitation to any person.

Classroom visitors will respect classroom decorum and will not interrupt the class in any way. Visitors who disrupt the classroom in any manner will be required to leave the school grounds.

REFERENCE: 21 O.S. §1375, §1376

STUDENT RECRUITMENT ACCESS TO STUDENTS AND DIRECTORY INFORMATION

The Lawton Public School District may disclose any of the items listed as directory information without prior written consent, unless notified in writing to the contrary. The parent, legal guardian of the student, or the student age 18 or over may also provide written notification to the school administration requesting directory information not be released to military service recruiters. (See policy FLD for listing of directory information items.)

Subject to the provisions of state and federal laws, this district shall provide the same directory information and on-campus recruiting opportunities to representatives of the armed forces of the United States of America and state armed services as are offered to nonmilitary recruiters, recruiters for commercial concerns, and recruiters representing institutions of higher education.

The school administrator may make the determination of when the recruitment meetings are to take place and reserves the right to deny such meeting where the holding of such meeting will materially and substantially interfere with the proper and orderly operation of the school. Organizations wishing to recruit at the high school must make arrangements with the principal or designee who will determine the schedule for the recruitment meeting. Scheduled visits by recruiters will be made known to the student body. On-campus follow-up meetings with individual students will be permitted only upon the request of the student(s) and with the approval of the building principal or designee.

Any person or organization denied the rights accorded under this policy shall have the right to request a review of the decision by the board of education by filing a written request with the superintendent of schools.

This district will notify parents of the types of student directory information released. The notice will include:

1. An explanation of the parent's right to request that information not be disclosed without prior written consent;
2. Notice that the school routinely discloses names, addresses, and telephone numbers to military recruiters upon request, subject to a parent's request not to disclose such information without written consent; and
3. Notification on how the parent may opt out of the public, nonconsensual disclosure of directory information and the method and timeline within which to do so.

The notice will be provided to parents on an annual basis.

**REFERENCE: 10 U.S.C. §503 as amended by The National Defense Authorization Act for Fiscal Year 2002
(P.L. 107-107)
20 U.S.C. §7908**

NOTE: Cited provisions of federal law apply to all LEAs receiving ESEA funds. A district's failure to comply with ESEA regulations may result in loss of funds.

A POLICY ON THIS TOPIC IS REQUIRED BY FEDERAL LAW

SCHOOL VISITORS (GRIEVANCE/APEALS PROCESS)

Any person who has been removed from this institution or from a school activity or event whether held on or off the premises shall be given written notice of the procedures for requesting a hearing and filing a grievance or appeal with the board of education by their receipt of a copy of this policy.

Filing a Grievance or Appeal

Within five (5) working days of being directed to leave premises, the individual (“complainant”) may request a hearing before the board of education regarding their removal from school premises. The request shall be submitted in writing to the superintendent. Such request shall be mailed certified mail, return receipt requested. If the complainant fails to request a hearing within five (5) working days of being directed to leave the premises, the right to a hearing shall be deemed to be waived.

Upon receipt of the complainant’s request for a hearing, the administration shall prepare a written summary of the reason(s) why the individual was directed to leave school premises. The written summary may include the date, time, place, witness statements, and reasoning behind the administrator’s decision to direct the individual to leave school premises. The written summary prepared by the administration shall be mailed to the complainant no later than ten (10) days prior to the date set for hearing before the board of education.

Hearing

The hearing shall be conducted by the board of education as follows:

1. The administration shall present each of the board members with a copy of the written summary provided to the complainant;
2. The complainant shall present each of the board members with a copy of a written response to the administration’s paperwork;
3. Members of the board of education shall be afforded the opportunity to ask questions related to the summary and response;
4. The board of education shall vote to accept, amend, or reject the recommendation of the administration with regard to the directive to complainant¹.

The decision of the board of education shall be final and unappealable.

THIS POLICY REQUIRED BY LAW.

¹ Agenda language will need to reflect the individual’s name.

USE OF SCHOOL PROPERTY

The board of education believes that the first priority in the use of its school property is the education of children in the district. However, local citizens are encouraged to use the property for other reasonable general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural, or parental involvement purposes. The school district shall allow use of school buildings and facilities to youth groups listed in Title 36 of the United States Code as a patriotic society in accordance with the rules and requirements set forth in the school district's regulation on use of school facilities.

The school district will make school property available for public recreation before or after normal school hours, on weekends, or during school vacations. Specific property that will be open includes: (list property that will be open). The school district will not provide supervision during these hours and any use should be carefully monitored by parents or legal guardians.

The school district will/will not provide emergency shelter for patrons during weather emergencies. Animals will/will not be permitted in the school district's tornado shelter.

If the school renders emergency care, aid, shelter, or other assistance during a national disaster or catastrophic event, the school district shall not be liable for damages resulting from the rendering of the emergency care, aid, shelter or other assistance unless the damage was caused by the gross negligence or willful or wanton misconduct of the individual or entity rendering the emergency care, aid, shelter or assistance.

The board shall exercise its authority to fix and collect fees for the occupancy or use of school property in such amounts and in such manner as may be determined.

The superintendent is directed to establish rules and regulations in support of this policy. The rules and regulations will require evidence of appropriate liability insurance coverage where designated.

Authorization for use of facilities shall not be considered as an endorsement of the organization or the purpose it represents.

**REFERENCE: 20 USC §7905
70 O.S. §§5-129.3 and 5-130
11 O.S. §33-103**

RELEASING STUDENTS TO POLICE

It is the policy of the Lawton Board of Education that students must be released to police officers who have proper arrest authority and a valid arrest warrant. Identification of the arresting officers shall be recorded. The parents or legal guardian shall be notified as soon as possible of the arrest.

School employees may permit law enforcement to interview students who are witnesses and not accused of a crime. School employees do not have the legal authority to require a student who is being investigated for a crime to submit to questioning by police officers. Questioning of students at school by police officers shall be permitted in accordance with the requirements set forth in Oklahoma law. No such law enforcement custodial interrogation shall commence until the youthful offender or child and the parents, guardian, attorney, adult relative, adult caretaker, or legal custodian of the youthful offender or child have been fully advised of the constitutional and legal rights of the youthful offender or child, including the right to be represented by counsel at every stage of the proceedings, and the right to have counsel appointed by the court if the parties are without sufficient financial means; provided, however, that no legal aid or other public or charitable legal service shall make claim for compensation as contemplated herein.

A custodial interrogation of a youthful offender over sixteen (16) years of age shall conform with all the requirements for the interrogation of an adult

If a student is taken into custody, the arresting officer will be requested to complete a "Form for Signature of Arresting Officer."

LEGAL REFERENCE: 10A O.S. §2-2-301

LAW ENFORCEMENT AND BODY CAMERAS ON SCHOOL PREMISES

A law enforcement agency that operates a body-worn camera program shall adopt a policy for the use of body-worn cameras that must ensure that a body-worn camera is activated only for a law enforcement purpose.

A peace officer may not keep a body-worn camera activated for the entire period of the officer's shift on school premises. The body camera should be activated when peace officer is involved in a criminal investigation on school premises.

Before a law enforcement agency may operate a body-worn camera program, the agency must provide training to peace officers who will wear the body-worn cameras and any other personnel who will come into contact with video and audio data obtained from the use of body-worn cameras.

FORM FOR SIGNATURE OF ARRESTING OFFICER

I, _____, a duly sworn peace officer and member of the _____ Department, have demanded that the minor _____ a student in the _____ school be surrendered to me, and pursuant to lawful authority, I have taken said student into my custody and am assuming full responsibility of said student.

Signature of Police Officer_____
Date_____
Badge or Credential Number_____
Time

(TO BE COMPLETED BY SCHOOL PERSONNEL)

Parents notified: _____

Reason for arrest: _____

Signature of administrator _____

1 copy for School Records
1 copy for Parent
1 copy for Police officer

REQUEST FOR USE OF SCHOOL PROPERTY

Request for use of _____
(School Property)

Date of use _____

Starting time _____ Ending time _____

Request made by _____
(Sponsoring Group or Organization)

Purpose of use _____

Admission charge: Yes _____ No _____

The following stipulations apply to non-school-related individuals, groups, and organizations.

The undersigned user of school property hereby agrees to:

1. Observe the rules and regulations for the use of school property as established in Section GK of the adopted board policy.
2. Assume full responsibility for loss or damage to school district property resulting from such use.
3. Assume full responsibility for personal injury sustained by any person as a result of such use and waive all school district liability.
4. Pay the usual and customary fee for such use.
5. Sign a hold-harmless agreement with the District.
6. Signing this statement acknowledges that the person below has provided the school district with proof of insurance coverage.

Signature

Request approved _____ Fee _____

USE OF SCHOOL PROPERTY (REGULATIONS)

Obtain from the district office the necessary application forms. Application must be submitted at least one week in advance. Return the forms to the district office.

If a rental charge is required, it shall be paid in the district business office. All checks shall be made payable to: Lawton Public Schools.

No intoxicants or narcotics shall be used in or about school buildings, premises, and transportation equipment, including playing fields; nor shall profane language, quarreling, fighting, or gambling be permitted.

Smoking is prohibited. Violations of this rule by any organization during occupancy shall be sufficient cause for denying further use of school premises to the organization. The school district's policy regarding tobacco use will be provided, which policy discloses the school's rules regarding tobacco products on school premises.

1. Priority Usage

- A. First Priority* - School-sponsored activities for students, staff, parents and community.
- B. Second Priority* - Sanctioned parent organizations and booster clubs and employee groups whose primary purpose is to further the provision of education.
- C. Third Priority* - Groups with which the district has entered into a formal written interagency agreement.
- D. Fourth Priority* - Other nonprofit local groups providing civic and service activities to include groups raising money for charitable purposes, serving alumni, public officials, candidates for office and recognized state political parties requesting space for precinct meetings and county conventions. This includes local businesses requesting space for recreational purposes which are not for profit, promotion or advertising. Religious groups may request the use of school property for a maximum of one year due to an emergency condition or during organization efforts to build a facility. For use longer than one month, they must present plans and efforts to alleviate the emergency condition.

2. Security Deposits and Insurance

- A. The required security deposit must be in the form of a check made out to Lawton Public Schools and will be refunded minus the costs of any damages not due to normal wear and tear.
- B. Tort liability insurance coverage is required any time a school property is used. School property use which is directly related to students of the Lawton Public School District is protected under the terms of the district's existing liability insurance coverage. For groups or events which are not covered under the district's liability insurance policy, proof of insurance in the form of a valid insurance certificate with the district named as an additional insured is required.

Limits required in the insurance certificate are \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence, \$100,000 to any claimant for his claim for any other loss arising out of a single act, accident or occurrence, \$1,000,000 for any number of claims arising out of a single occurrence or accident.

3. Fees (Schedule is at end of this policy)

- A. First Priority - No fees.

B. Second Priority - Support personnel fees when required.

USE OF SCHOOL PROPERTY, REGULATIONS (Cont.)

- C. Third Priority - As stated within the interagency agreement.
- D. Fourth Priority - As set forth in the fee schedule.

*A "Request for Use of School Property" form (GK-EI) must be completed and filed with the administrator in charge of the facility. First priority groups need only complete this form when requesting a site located at another campus.

4. Prohibited Uses

- A. Meetings which advocate the violent overthrow of democratic forms of government.
- B. Activities which discriminate because of race, color, nationality, creed, religion, sex, age or disability.
- C. Commercial advertising, private business or other commercial purposes.
- D. Activities which may be destructive or injurious to persons, buildings, grounds or equipment.
- E. Activities by any group with which the district has previously had an unsatisfactory experience.
- F. Activities which permit the use of alcoholic beverages or controlled dangerous substances. (Smoking and all tobacco use is prohibited in the buildings.)
- G. Activities which are a nuisance to the school or community.

5. Cancellations

- A. Requests for cancellations of the use of school property must be received at least twenty four (24) hours in advance of the scheduled use time.
- B. For situations in which the meeting does not materialize and has not been previously canceled, the support personnel will remain on duty for one hour after the requested starting time of the meeting and if no word is received within that period indicating a later starting time, the support personnel will lock the building. Failure to cancel will obligate the applicant and/or organization to pay for support personnel services and all other expenses incurred in opening a building for use.
- C. Cancellation by the district of permission to use school property 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 administration if improper conduct or an infraction of regulations warrant such action.

6. Restrictions

- A. School property will be under the supervision of a designated district employee.
- B. Only those areas specifically listed on the "Use of School Property" form will be accessible.
- C. As a precaution against fire, no request will be granted for the use of lighted candles or other actual flame equipment in connection with the use of district property.
- D. Authorization must be granted for the use of classroom equipment such as shop, science, physical education, homemaking, music, business education, art laboratory, data processing and athletic which is regularly used for school instruction.
- E. Furniture and equipment shall not be loaned to nondistrict individuals or agencies for use off district property. However, it is understood that district employees may find it necessary to remove supplies, materials and/or equipment from district property on occasion in order to efficiently and effectively fulfill

the requirements of their assignments. Nothing within this regulation is intended to restrict district employees from performing their official duties.

USE OF SCHOOL PROPERTY, REGULATIONS (Cont.)

- F. Use of cafeterias may be granted with or without use of kitchen facilities. In planning an event which will use cafeteria kitchen equipment the cafeteria manager or manager's designee must approve the plan. No organization will have access to the cafeteria kitchen area unless supervised by the cafeteria manager or manager's designee. G. Athletic fields and playgrounds will not be used for parking.

7. Support Personnel Compensation

- A. First/second/fourth priority- Support personnel are to be compensated in accordance with district policy.
B. Third priority - Support personnel are to be compensated in accordance with the terms of the negotiated interagency agreement.

8. Advertisements and Disclosures

Any advertisements or promotional materials used by the individual, group or organization applying for use of the facility shall contain a clear statement as to:

- A. The identity of the individual, group or organization using the facility, and an address and telephone number at which the organization or a representative member thereof may be contacted.
B. A clear statement that the event or meeting for which the facility is being used is not sponsored or endorsed by Lawton Public Schools.

These requirements shall apply to advertising and promotional materials of any kind, whether print, radio, television, posters, flyers, or any other materials referring to the event or meeting being held.

The failure of any individual group or organization to comply with this policy will be grounds for Lawton Public Schools to refuse to allow such individual, group or organization to use LPS facilities in the future.

Any individual, group or organization asking for permission to use an LPS facility for any meeting or event shall be given written notice of these requirements at the time application is submitted.

FEE SCHEDULE**SENIOR HIGH SCHOOLS**

Facility	Security Deposit	Cost/Facility (Minimum 4 Hrs)	Hourly Fee above Minimum	Approx Cost/Support Employees (4 Hrs) plus Cost for Use
Main Gym	\$350	\$700/4 hours	\$175/hr	\$100
Main Gym/Athletic Practices		min 4 days	\$75/per day	
Auxiliary Gym	\$200	\$400/4 hours	\$100/hr	\$100
Auxiliary Gym/Athletic Practices		min 4 days	\$40/per day	
Auditorium	NOT AVAILABLE			
Cafeteria/Library/All Purpose Room	\$200	\$400/4 hours	\$100/hr	\$100
Classrooms	\$100	\$200/4 hours	\$50/hr	\$100
Football/Track/Soccer/Band Field	\$150	\$300/day		
Baseball/Softball Field	\$100	\$200/day		
Outdoor Fields/Athletic Practices		min 4 days	\$60/per day	
Ron Stephens Stadium	NOT AVAILABLE			

MIDDLE SCHOOLS

Facility	Security Deposit	Cost/Facility (Minimum 4 Hrs)	Hourly Fee above Minimum	Approx Cost/Support Employees (4 Hrs) plus Cost for Use
Main Gym	\$300	\$600/4 hours	\$150/hr	\$100
Main Gym/Athletic Practices		min 4 days	\$60/per day	
Auxiliary Gym	\$200	\$400/4 hours	\$100/hr	\$100
Auxiliary Gym/Athletic Practices		min 4 days	\$40/per day	
Auditorium	\$200	\$400/4 hours	\$100/hr	\$100
Cafeteria/Library/All Purpose Room	\$150	\$300/4 hours	\$75/hr	\$100
Classrooms	\$100	\$200/4 hours	\$50/hr	\$100
Football/Track/Soccer/Band Field	\$100	\$200/day		
Baseball/Softball Field	\$75	\$150/day		
Outdoor Fields/Athletic Practices		min 4 days	\$50/per day	

ELEMENTARY SCHOOLS

Facility	Security Deposit	Cost/Facility (Minimum 4 Hrs)	Hourly Fee above Minimum	Approx Cost/Support Employees (4 Hrs) plus Cost for Use
Main Gym	\$200	\$400/4 hours	\$100/hr	\$100
Main Gym/Athletic Practices		min 4 days	\$50/per day	
Auxiliary Gym	\$200	\$400/4 hours	\$100/hr	\$100
Auxiliary Gym/Athletic Practices		min 4 days	\$40/per day	
Auditorium	NOT AVAILABLE			
Cafeteria/Library/All Purpose Room	\$150	\$300/4 hours	\$75/hr	\$100
Classrooms	NOT AVAILABLE			

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

PURCHASING SECTION

April 6, 2021

- I. Request permission to increase, issue purchase orders, and to make related encumbrances.
- II. Gasoline Tabulation.
- III. Payroll Encumbrance Purchase Order Numbers.
- IV. Encumbrance Approval/Partial Payment.

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Increase Purchase Orders

April 6, 2021

Request permission to increase the following purchase orders:

Fire Pros	Ins Rcvy - James	#21004564
\$750.00 to \$1,139.00	Acct. #1-11-110	

An increase of \$389.00 is due to original purchase order was an estimate only to inspect fire sprinkler due to water leak..

**LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION**

**DIESEL / GASOLINE TABULATION
ALL OR NONE**

Fuel Type:
#2 Ultra Low Sulfur Diesel
Unleaded Gasoline

Quantity Bid:
7500

BID DATE:
3/12/2021

DELIVERY DATE:
3/12/2021

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK			
Clark Oil Co. Ada, OK			
Carey Johnson Oil Co. Lawton, Ok	3/12/2021	\$ 2.2900	
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID			
VENDOR SELECTED - <u>Carey Johnson Oil Co.</u>			
FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	\$ 2.2900	7436	\$17,028.44
UNLEADED			
GRAND TOTAL			\$17,028.44

**LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION**

**DIESEL / GASOLINE TABULATION
ALL OR NONE**

Fuel Type:

Quantity Bid:

#2 Ultra Low Sulfur Diesel
Unleaded Gasoline

7500

BID DATE:

DELIVERY DATE:

3/24/2021

3/24/2021

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK			
Clark Oil Co. Ada, OK			
Carey Johnson Oil Co. Lawton, Ok	3/24/21	\$ 1.8900	\$ 1.8500
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID			
VENDOR SELECTED ----- <u>Carey Johnson Oil Co.</u>			
FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	\$ 1.8900	3982	\$7,525.98
UNLEADED	\$ 1.8500	4002	\$7,403.70
GRAND TOTAL			\$14,929.68

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Payroll Encumbrance Purchase Orders

April 6, 2021

Payroll Encumbrance Purchase Order Numbers:

PO# 21000708 - 21003043	07-10-2020
PO# 21003158 - 21003213	07-31-2020
PO# 21003326 - 21003351	08-13-2020
PO# 21003467 - 21003687	09-14-2020
PO# 21003725 - 21003751	09-16-2020
PO# 21003926 - 21003956	10-07-2020
PO# 21003973 - 21003973	10-13-2020
PO# 21004076 - 21004084	11-02-2020
PO# 21004126 - 21004130	11-11-2020
PO# 21004203 - 21004224	12-06-2020
PO# 21004287 - 21004299	01-05-2021
PO# 21004343 - 21004360	01-13-2021
PO# 21004459 - 21004479	02-02-2021
PO# 21004544 - 21004555	02-11-2021
PO# 21004673 - 21004673	03-04-2021
PO# 21004785 - 21004789	03-13-2021

BEGINNING DATE: 3/8/2021
ENDING DATE: 3/31/2021

LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST

PAGE 1

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 11 GENERAL FUNDS						
PROJECT 101 ADMINISTRATIVE SERVICES						
SITE 350 SUPERINTENDENT_KEVIN HIME						
10	LODGING/AUGUST 27-28, 2021/NAMES PER ATTACHED	03/31/21	OMNI OKLAHOMA CITY HOTEL	1-11-101-52319-582-000-0000-000-350	1,456.00	21004879
10	LODGING/AUGUST 27-28, 2021/NAMES PER ATTACHED	03/31/21	OMNI OKLAHOMA CITY HOTEL	1-11-101-52573-582-000-0000-000-350	364.00	21004879
SITE Total 350 SUPERINTENDENT_KEVIN HIME					1,820.00	
SITE 352 COMMUNICATIONS_LYNN CORDES						
1	BLACKMAGIC DESIGN DAVINCI RESOLVE STUDIO	03/11/21	MIDWEST PHOTO	1-11-101-52560-652-000-0000-000-352	290.00	21004766
1	PHOTO MECHANIC V6 NEW LICENSE/LYNN CORDES-LAWTON PUBLIC SCHOOLS	03/11/21	CAMERA BITS	1-11-101-52560-530-000-0000-000-352	59.00	21004769
2	APUTURE LANTERN	03/08/21	MIDWEST PHOTO	1-11-101-52560-652-000-0000-000-352	170.00	21004680
2	APUTURE LIGHT STORM LS C120D II LED LIGHT KIT	03/08/21	MIDWEST PHOTO	1-11-101-52560-652-000-0000-000-352	1,414.00	21004680
4	APUTURE ACCENT B7C LED RGBWWW LIGHT	03/08/21	MIDWEST PHOTO	1-11-101-52560-652-000-0000-000-352	272.00	21004680
1	SARAMONIC BLINK 500 PRO B2	03/08/21	MIDWEST PHOTO	1-11-101-52560-652-000-0000-000-352	267.00	21004680
1	SHIPPING	03/08/21	MIDWEST PHOTO	1-11-101-52560-652-000-0000-000-352	35.00	21004680
SITE Total 352 COMMUNICATIONS_LYNN					2,507.00	
PROJECT Total 101 ADMINISTRATIVE SERVICES					4,327.00	
PROJECT 102 INSTRUCTIONAL SERVICES						
SITE 106 ALMOR WEST ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/12/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-106	321.41	21004782
1	LIBRARY BOOKS PER ATTACHED	03/09/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-106	1,168.19	21004703
SITE Total 106 ALMOR WEST ELEMENTARY					1,489.60	

BEGINNING DATE: 3/8/2021
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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 108 CARRIAGE HILLS ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/10/21	AMAZON.COM	1-11-102-52220-641-000-0000-000-108	559.62	21004745
1	SHIPPING	03/10/21	AMAZON.COM	1-11-102-52220-641-000-0000-000-108	3.99	21004745
1	LIBRARY BOOKS PER ATTACHED	03/11/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-108	1,239.76	21004756
SITE Total 108 CARRIAGE HILLS ELEMENTARY					1,803.37	
SITE 110 CLEVELAND ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/10/21	BELLWETHER MEDIA	1-11-102-52220-641-000-0000-000-110	319.20	21004750
1	LIBRARY BOOKS PER ATTACHED	03/11/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-110	274.04	21004761
SITE Total 110 CLEVELAND ELEMENTARY					593.24	
SITE 122 EDISON ELEMENTARY						
40	2X4X96 WOOD TO HANG BACKPACKS	03/11/21	LOWE'S HOME IMPROVEMENT WAREHOUSE	1-11-102-52620-618-000-0000-000-122	266.80	21004757
95	HOOKS/10 PER PACK	03/11/21	AMAZON.COM	1-11-102-52620-618-000-0000-000-122	1,234.05	21004758
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	ACCUCUT LLC	1-11-102-51000-681-100-1050-000-122	1,365.00	21004792
SITE Total 122 EDISON ELEMENTARY					2,865.85	
SITE 125 EISENHOWER ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/11/21	FOLLETT SCHOOL SOLUTIONS INC	1-11-102-52220-641-000-0000-000-125	742.75	21004770
1	LIBRARY BOOKS PER ATTACHED	03/11/21	CAPSTONE/CAPSTONE CLASSROOM	1-11-102-52220-641-000-0000-000-125	759.81	21004771
4	MUD MASTER/CHARCOAL 2'X3'	03/25/21	ULINE	1-11-102-52620-618-000-0000-000-125	84.00	21004841
1	SHIPPING	03/25/21	ULINE	1-11-102-52620-618-000-0000-000-125	14.91	21004841
SITE Total 125 EISENHOWER ELEMENTARY					1,601.47	

BEGINNING DATE: 3/8/2021
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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 127 FREEDOM ELEMENTARY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	395.99	21004720
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	563.50	21004721
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	418.50	21004722
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	69.47	21004723
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	13.50	21004723
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	942.35	21004724
8	30x60 INTERCHANGE TABLE RECTANGLE	03/09/21	SCHOOL SPECIALTY	1-11-102-51000-651-100-1013-000-127	3,163.36	21004726
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	64.12	21004727
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	10.80	21004727
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	42.48	21004728
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	8.25	21004728
8	ECHO DOT/3RD GEN	03/25/21	AMAZON.COM	1-11-102-51000-681-100-1024-000-127	319.92	21004791
10	6 TIER LAYER WIRE SHELVEING	03/25/21	AMAZON.COM	1-11-102-51000-651-100-1050-000-127	1,139.90	21004825
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	95.12	21004681
1	SHIPPING	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	17.55	21004681

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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-127	114.66	21004682
1	SHIPPING	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-127	20.39	21004682
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	67.97	21004683
1	SHIPPING	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	10.20	21004683
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	1,239.82	21004684
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-127	298.50	21004685
SITE Total 127 FREEDOM ELEMENTARY					9,016.35	
SITE 140 RIDGECREST ELEMENTARY						
1	CALMING COLOR CARPET/A PLACE FOR EVERYONE/8'X9'	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-651-100-1050-000-140	379.00	21004821
1	SHIPPING	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-651-100-1050-000-140	56.85	21004821
SITE Total 140 RIDGECREST ELEMENTARY					435.85	
SITE 148 HUGH BISH ELEMENTARY						
1	OCCUPATIONAL THERAPY SUPPLIES PER ATTACHED	03/11/21	AMAZON.COM	1-11-102-51000-658-239-1050-000-148	120.51	21004767
1	PLACE VALUE MYSTERY HOUSE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-148	24.99	21004823
1	SPLASH MATH GAMES	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-148	39.99	21004823
1	SPLASH READING READINESS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-148	49.99	21004823
1	CONTEXT CLUE BINGO	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-148	11.99	21004823
1	SHIPPING	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-148	19.05	21004823

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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
2	BLACK BROTHER/BLACK BROTHER-HARDCOVER	03/08/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-148	40.26	21004688
2	THE ELEPHANTS GIRL/HARDCOVER	03/08/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-148	40.26	21004688
2	FROM THE DESK OF ZOE WASHINGTON/PERMA- BOUND EDITION	03/08/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-148	26.94	21004688
1	SHIPPING	03/08/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-148	17.54	21004688
SITE Total 148 HUGH BISH ELEMENTARY					391.52	
SITE 165 LINCOLN ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/11/21	CAPSTONE/CAPSTONE CLASSROOM	1-11-102-52220-641-000-0000-000-165	394.82	21004760
1	LIBRARY BOOKS PER ATTACHED	03/11/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-165	1,241.33	21004773
SITE Total 165 LINCOLN ELEMENTARY					1,636.15	
SITE 168 PAT HENRY ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/09/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-168	581.60	21004732
1	LIBRARY BOOKS PER ATTACHED	03/10/21	FOLLETT SCHOOL SOLUTIONS INC	1-11-102-52220-641-000-0000-000-168	481.92	21004751
1	LIBRARY BOOKS PER ATTACHED	03/11/21	CAPSTONE/CAPSTONE CLASSROOM	1-11-102-52220-641-000-0000-000-168	879.78	21004759
SITE Total 168 PAT HENRY ELEMENTARY					1,943.30	
SITE 173 PIONEER PARK ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/11/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-173	259.60	21004772
SITE Total 173 PIONEER PARK ELEMENTARY					259.60	
SITE 183 SULLIVAN VILLAGE ELEMENTARY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	1,962.78	21004709
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	328.20	21004709
1	LIBRARY BOOKS PER ATTACHED	03/09/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-183	629.85	21004710

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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	LIBRARY BOOKS PER ATTACHED	03/09/21	CAPSTONE/CAPSTONE CLASSROOM	1-11-102-52220-641-000-0000-000-183	1,076.97	21004711
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	446.88	21004714
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	128.91	21004715
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	20.00	21004715
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	647.93	21004716
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	98.00	21004716
1	LEARNING RESOURCES PRIMARY CALCULATOR	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-183	24.96	21004717
1	DRY ERASE MONTHLY LARGE BOARD	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-183	29.99	21004717
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	201.42	21004718
1	SHIPPING	03/09/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-183	31.00	21004718
1	CLIPBOARD	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-183	17.95	21004719
1	HEADPHONES/25 PACK	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-183	53.00	21004719
1	POWER PEN FOR READING CENTER/2 PK	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-183	16.00	21004719
1	LIBRARY BOOKS PER ATTACHED	03/09/21	JUNIOR LIBRARY GUILD	1-11-102-52220-641-000-0000-000-183	266.60	21004730
1	LIBRARY BOOKS PER ATTACHED	03/12/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-183	352.25	21004780
1	SHIPPING	03/12/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-183	53.00	21004780

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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-183	1,123.04	21004826
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	TANGIBLE PLAY INC	1-11-102-51000-681-100-1050-000-183	493.00	21004827
1	SHIPPING	03/25/21	TANGIBLE PLAY INC	1-11-102-51000-681-100-1050-000-183	73.95	21004827
1	DASH ROBOT + DASH CHALLENGE CARDS	03/25/21	WONDER WORKSHOP INC	1-11-102-51000-681-100-1050-000-183	169.99	21004828
1	GRIPPER BUILDING KIT	03/25/21	WONDER WORKSHOP INC	1-11-102-51000-681-100-1050-000-183	39.99	21004828
1	SHIPPING	03/25/21	WONDER WORKSHOP INC	1-11-102-51000-681-100-1050-000-183	31.49	21004828
SITE Total 183 SULLIVAN VILLAGE					8,317.15	
SITE 200 LEARNING TREE ACADEMY						
20	CLIP ON BOOK SUPPORT	03/25/21	DEMCO, INC	1-11-102-52220-681-000-0000-000-200	67.80	21004817
1	SHIPPING	03/25/21	DEMCO, INC	1-11-102-52220-681-000-0000-000-200	9.95	21004817
SITE Total 200 LEARNING TREE ACADEMY					77.75	
SITE 205 WHITTIER ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/11/21	PERMA BOUND HERTZBERG	1-11-102-52220-641-000-0000-000-205	963.36	21004774
1	LIBRARY BOOKS PER ATTACHED	03/11/21	AMAZON.COM	1-11-102-52220-641-000-0000-000-205	809.58	21004775
1	LIBRARY BOOKS PER ATTACHED	03/11/21	CAPSTONE/CAPSTONE CLASSROOM	1-11-102-52220-641-000-0000-000-205	315.33	21004776
1	GRAMMER & WRITING FOLDER GAME LIBRARY-GR	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	39.99	21004793
1	PHONOLOGICAL AWARENESS FOLDER GAME LIBRARY	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	39.99	21004793
1	PHONEMIC AWARENESS FOLDER GAME LIBRARY	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	39.99	21004793

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**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	PHONICS 7 WORD RECOGNITION FOLDER GAME	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	39.99	21004793
1	PHONICS & LANGUAGE SKILLS FOLDER GAME	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	39.99	21004793
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	197.71	21004794
1	SCRATCH ART DESIGN TOOLS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	6.99	21004795
2	RAINBOW SCRATCH BOOKMARKS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	17.98	21004795
1	FLEX SPACE COMFY FLOOR SEAT/ORANGE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	59.99	21004795
1	FLEX SPACE COMFY FLOOR SEAT/GREEN	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	59.99	21004795
1	FLEX SPACE COMFY FLOOR SEAT/BLUE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	59.99	21004795
1	FRACTION NUMBER LINES WRITE & TYPE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	29.99	21004796
1	CLASSROOM CLIPBOARDS SET OF 6	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	29.99	21004796
1	MULTIPURPOSE HEADPHONES WITH VOLUME CON 8	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	86.99	21004796
1	SUPERBRIGHT LIQUID TEMPRA PAINT 10 COLORS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	29.50	21004796
3	LAKESHORE MODERN CURSIVE NAMEPLATES 3-5	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	23.97	21004796
1	KEEP IT SAFE TRAFFIC SIGNS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	89.99	21004797

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	LETS GET MOVING/NUMBER AND COUNTING KIT	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	49.99	21004797
1	LETS GET MOVING/ACTIVITY MATS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	49.99	21004797
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	181.85	21004798
1	TIME & MONEY ACTIVITY MATS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	14.99	21004799
2	FLEX SPACE BALANCE BALL SEAT 17 INCH	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	39.98	21004799
1	HEAVY DUTY SCHOOL MICROSCOPE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	89.99	21004799
1	PREPARED SLIDES COMPLETE SET	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	49.99	21004799
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	195.89	21004800
1	PARTS OF SPEECH GRAB & PLAY GAME	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	19.99	21004801
1	DAILY LANGUAGE PRACTICE JOURNAL GR2	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	4.49	21004801
1	THE WORLD GRAB AND PLAY GAME	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	19.99	21004801
1	PHONICS AND LANGUAGE SKILLS FOLDER	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	39.99	21004801
4	MAGNETIC STORY BOARD	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	119.96	21004801
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1024-000-205	151.94	21004802
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1024-000-205	197.93	21004803

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	GEAR BUILDERS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	49.99	21004804
1	LAKESHORE KIDS PHOTO NAMEPLATES	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	4.99	21004804
1	FLOAT AND FIND NUMBER BUBBLES	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	24.99	21004804
1	LIGHT TABLE MANIPULATIVE CENTER	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	99.50	21004804
1	FLOAT AND FIND ALPHABET BUBBLES	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1013-000-205	19.99	21004804
1	REAL WORKING CASH REGISTER	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	36.99	21004805
1	WRITE AND WIPE ALPHABET CARDS	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	24.99	21004805
1	SPLASH1 READING GAMES	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	49.99	21004805
1	TOUCH AND READ PHONICS WORD MATCH	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	85.00	21004805
1	VISUALIZE MATH	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	29.99	21004806
2	REMOTE CONTROL GEAR BOT	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	99.98	21004806
1	CREATE A CHAIN REACTION STEM KIT	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	29.99	21004806
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	397.81	21004807
1	FLEX SPACE FLOOR SEAT/ORANGE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1170-000-205	59.99	21004808
1	FLEX SPACE FLOOR SEAT/GREEN	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1170-000-205	59.99	21004808

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	FLEX SPACE FLOOR SEAT/BLUE	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1170-000-205	59.99	21004808
1	SOCIAL EMOTIONAL STORYTELLING KIT	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-52120-681-000-0000-000-205	115.00	21004809
1	FILL A BUCKET	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-52120-681-000-0000-000-205	9.95	21004809
1	THEO'S MOOD/HARD COVER	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-52120-681-000-0000-000-205	15.99	21004809
1	STRICTLY NO ELEPHANTS/HARD COVER	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-52120-681-000-0000-000-205	17.99	21004809
1	WE'RE ALL WONDERS/HARD COVER	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-52120-681-000-0000-000-205	18.99	21004809
1	WHEN SOPHIE GETS ANGRY	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-52120-681-000-0000-000-205	18.99	21004809
1	READY TO WRITE PROMPT BOX 2-3	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	49.99	21004810
1	MULTIPURPOSE HEADPHONE WITH VOLUME CONTROL/SET OF 8	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	86.99	21004810
1	BASIC SCHOOL CALCULATOR SET OF 10	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-239-1050-000-205	59.50	21004810
6	FRUIT SCENTED STICKERS/VARIETY PACK	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	101.94	21004811
6	CONFETTI RECORD BOOK	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	41.94	21004811
10	PENCILS/STANDARD #2	03/25/21	LAKESHORE CURRICULUM MATERIALS	1-11-102-51000-681-100-1050-000-205	19.90	21004811
SITE Total 205 WHITTIER ELEMENTARY					5,899.60	
SITE 220 WOODLAND HILLS ELEMENTARY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-220	328.88	21004712
1	CUP OF CATERPILLARS	03/09/21	INSECT LORE PRODUCTS	1-11-102-51000-681-100-1050-000-220	17.99	21004713

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/09/21	INSECT LORE PRODUCTS	1-11-102-51000-681-100-1050-000-220	7.95	21004713
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1013-000-220	129.99	21004729
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/11/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-220	105.36	21004764
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/11/21	AMAZON.COM	1-11-102-51000-681-100-1024-000-220	129.32	21004765
1	LIBRARY BOOKS PER ATTACHED	03/25/21	CAPSTONE/CAPSTONE CLASSROOM	1-11-102-52220-641-000-0000-000-220	225.39	21004816
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-220	169.64	21004822
1	SONOR GBKX10/XY10/BASS/RSWD/QUOTES	03/25/21	WEST MUSIC CO	1-11-102-51000-655-100-1170-000-220	1,742.50	21004842
1	BASIC BEAT BBV567	03/25/21	WEST MUSIC CO	1-11-102-51000-655-100-1170-000-220	107.10	21004842
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-220	241.89	21004677
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	AMAZON.COM	1-11-102-51000-681-100-1024-000-220	179.37	21004686
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/08/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-220	107.82	21004687
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/09/21	AMAZON.COM	1-11-102-51000-641-100-1050-000-220	49.98	21004696
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/21	AMAZON.COM	1-11-102-51000-681-100-1050-000-220	551.24	21004696
SITE Total 220 WOODLAND HILLS ELEMENTARY					4,094.42	
SITE 530 MACARTHUR MIDDLE SCHOOL						
15	24" STOOLS/2 PER PACK	03/09/21	AMAZON.COM	1-11-102-51000-651-100-2250-000-530	1,303.65	21004731
25	APPLE ADAPTERS	03/09/21	APPLE INC	1-11-102-51000-653-100-2300-000-530	1,225.00	21004733

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
46	APPLE PENCILS/1ST GENERATION	03/09/21	APPLE INC	1-11-102-51000-653-100-2300-000-530	4,094.00	21004733
1	LIBRARY BOOKS PER ATTACHED	03/09/21	AMAZON.COM	1-11-102-52220-641-000-0000-000-530	312.21	21004697
SITE Total 530 MACARTHUR MIDDLE SCHOOL					6,934.86	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	LIBRARY BOOKS PER ATTACHED	03/10/21	FOLLETT SCHOOL SOLUTIONS INC	1-11-102-52220-641-000-0000-000-535	2,925.20	21004749
15	DELL CHROMEBOOKS 3100	03/12/21	TRAFERA LLC	1-11-102-51000-653-100-1050-000-535	5,085.00	21004781
1	HOOVER POWERDASH CARPET CLEANER	03/25/21	WALMART	1-11-102-52620-618-000-0000-000-535	88.00	21004830
2	RUBBER INDOOR/OUTDOOR FLOOR MATS	03/25/21	WALMART	1-11-102-52620-618-000-0000-000-535	24.64	21004830
SITE Total 535 CENTRAL MIDDLE SCHOOL					8,122.84	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
303	DIPLOMAS	03/31/21	JOSTENS	1-11-102-52490-550-000-0000-000-705	454.50	21004850
30	BLANK DIPLOMAS	03/31/21	JOSTENS	1-11-102-52490-550-000-0000-000-705	45.00	21004850
2	BOSS OFFICE PRODUCTS LEATHER SLED/BASE SIDE CHAIR IN BLACK SET OF 5	03/25/21	AMAZON.COM	1-11-102-52410-651-000-0000-000-705	874.98	21004836
4	BATTERY BACK UP 7 SURGE PROTECTOR POWER SUPPLY	03/25/21	AMAZON.COM	1-11-102-52410-653-000-0000-000-705	235.80	21004836
14	OFFICE CHAIRS	03/25/21	SAM'S WHOLESALE CLUB	1-11-102-52410-651-000-0000-000-705	2,099.72	21004839
1	LIBRARY BOOKS PER ATTACHED	03/09/21	AMAZON.COM	1-11-102-52220-641-000-0000-000-705	1,301.70	21004702
SITE Total 705 EISENHOWER SENIOR HIGH					5,011.70	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	CUSTODIAL SUPPLIES PER ATTACHED	03/10/21	ULINE	1-11-102-52620-618-000-0000-000-710	2,213.00	21004752

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/10/21	ULINE	1-11-102-52620-618-000-0000-000-710	158.74	21004752
1	TABLE CLOTH	03/10/21	BSN SPORTS LLC	1-11-102-52410-619-000-0000-000-710	325.00	21004754
4	4X6 RECTANGLE RUGS	03/10/21	BSN SPORTS LLC	1-11-102-52620-618-000-0000-000-710	1,060.00	21004754
1	SHIPPING	03/10/21	BSN SPORTS LLC	1-11-102-52620-618-000-0000-000-710	96.95	21004754
1	LIBRARY BOOKS PER ATTACHED	03/11/21	AMAZON.COM	1-11-102-52220-641-000-0000-000-710	1,798.69	21004762
2	BAR CODES	03/11/21	FOLLETT SCHOOL SOLUTIONS INC	1-11-102-52220-619-000-0000-000-710	180.00	21004763
1	SHIPPING	03/11/21	FOLLETT SCHOOL SOLUTIONS INC	1-11-102-52220-619-000-0000-000-710	13.00	21004763
349	MAY 2021 DIPLOMAS	03/11/21	JOSTENS	1-11-102-52490-550-000-0000-000-710	558.40	21004768
35	BLANK MAY 2021 DIPLOMAS	03/11/21	JOSTENS	1-11-102-52490-550-000-0000-000-710	56.00	21004768
250	RED DIPLOMA COVERS	03/11/21	JOSTENS	1-11-102-52490-550-000-0000-000-710	550.00	21004768
1	LIBRARY BOOKS PER ATTACHED	03/25/21	BARNES & NOBLE	1-11-102-52220-641-000-0000-000-710	653.50	21004812
1	SHIPPING	03/25/21	BARNES & NOBLE	1-11-102-52220-641-000-0000-000-710	9.98	21004812
SITE 715 MACARTHUR SENIOR HIGH SCHOOL					7,673.26	
1	ASUS CHROMEBOOK STICK 2 GB	03/09/21	SYMBOLIC INC	1-11-102-52120-653-000-0000-000-715	106.00	21004708
1	GOOGLE CHROME MANAGEMENT LICENSE	03/09/21	SYMBOLIC INC	1-11-102-52120-653-000-0000-000-715	28.00	21004708
1	HON BRIGADE 700 SERIES 2 FILE DRAWER LATERAL FILE CABINET/LOCKING LETTER/LEGAL/CAHRCOAL/42 INCH/SOLE SOURCE	03/25/21	STAPLES BUSINESS ADVANTAGE	1-11-102-52410-651-000-0000-000-715	960.39	21004837

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1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	AMAZON.COM	1-11-102-51000-619-100-4000-000-715	171.96	21004838
1	COUNSELOR FURNITURE PER ATTACHED	03/25/21	AMAZON.COM	1-11-102-52120-651-000-0000-000-715	676.76	21004838
1	COUNSELOR SUPPLIES PER ATTACHED	03/25/21	AMAZON.COM	1-11-102-52120-619-000-0000-000-715	66.57	21004838
1	AMAZON BASICS FULL MOTION TV WALL MOUNT FOR 22-55 INCH TVS	03/09/21	AMAZON.COM	1-11-102-52120-652-000-0000-000-715	32.99	21004695
1	ALL NEW TOSHIBA 55 INCH SMART TV/55LF621USA	03/09/21	AMAZON.COM	1-11-102-52120-652-000-0000-000-715	359.99	21004695
SITE Total 715 MACARTHUR SENIOR HIGH					2,402.66	
PROJECT Total 102 INSTRUCTIONAL SERVICES					70,570.54	
PROJECT 103 BUSINESS SERVICES						
SITE 355 PAYROLL_PAULA DIEHL						
8	PRC/AP LASER FORM/PANTONE PURPLE LASER CHECK FORMS 8 1/2 X 11	03/31/21	PEREGRINE CORP.	1-11-103-52511-611-000-0000-000-355	831.60	21004873
20	SECURITY ENVELOPES/#10 BUSINESS ENVELOPE WITH WINDOW/LPS LOGO AND RETURN ADDRESS	03/31/21	PEREGRINE CORP.	1-11-103-52511-611-000-0000-000-355	1,145.40	21004873
SITE Total 355 PAYROLL_PAULA DIEHL					1,977.00	
PROJECT Total 103 BUSINESS SERVICES					1,977.00	
PROJECT 105 EDUCATIONAL SERVICES						
SITE 365 SECONDARY EDUC_TERESA JACKSON						
1	EST EXP/VISIT PROGRAM TAP/3-23-2021/CLINTON, OK	03/09/21	JACKSON TERESA	1-11-105-52573-582-000-0000-000-365	104.65	21004706
SITE Total 365 SECONDARY EDUC_TERESA					104.65	
SITE 366 MIDDLE SCH EDUC_CAROL MCPHAIL						
1	EST EXP/VISIT PROGRAM TAP/3-23-2021/CLINTON, OK	03/09/21	MCPHAIL CAROL	1-11-105-52573-582-000-0000-000-366	104.65	21004707
SITE Total 366 MIDDLE SCH EDUC_CAROL					104.65	
SITE 377 EDUC SERVICES_ASST SUPT_RICK OWENS						
1	SOLE SOURCE/LABOR & MATLS TO INSTALL MESH GOAL POST BANNER FOR GRADUATION AT CAMERON STADIUM	03/09/21	ARROW SIGN COMPANY INC	1-11-105-52620-450-000-0000-000-377	1,900.00	21004725

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1	LABOR & MATLS TO PROVIDE SOUND SYSTEM AND CHAIRS FOR GRADUATION/MAY 19-21, 2021/CAMERON STADIUM	03/10/21	JOURNEY PRODUCTIONS	1-11-105-52490-337-000-0000-000-377	6,130.00	21004740
SITE Total 377 EDUC SERVICES_ASST					8,030.00	
SITE 385 ELEM EDUCATION_KAREN COOKSEY						
1	REG/ENERGIZING READINESS/OKC/7-23-2021/SARAH MCGLOTHLIN	03/31/21	PAYNE EDUCATION CENTER	1-11-105-52213-860-000-0000-000-385	475.00	21004877
2	REG/NAVIGATE KINDERGARTEN/OKC/JULY 22-23, 2021/HELEN MANSEL/KAREN ZIMMERMAN	03/31/21	PAYNE EDUCATION CENTER	1-11-105-52213-860-000-0000-000-385	1,550.00	21004877
3	REG/1ST GRADE FOUNDATIONS/OKC/JULY 19-22, 2021/KYLA LANGFORD/PAIGE GORDON/KIM MCKELVEY	03/31/21	PAYNE EDUCATION CENTER	1-11-105-52213-860-000-0000-000-385	3,390.00	21004877
SITE Total 385 ELEM EDUCATION_KAREN					5,415.00	
SITE 389 CAMPUS POLICE_DAVID HORNBECK						
1	LABOR & MATLS TO INSTALL WINDSHIELD ON UNIT 368	03/25/21	GENE BURK AUTO GLASS INC	1-11-105-52660-439-000-0000-000-389	497.31	21004814
1	LABOR & MATLS TO MOUNT TIRE & RIM ON UNIT 364	03/25/21	BILLINGSLEY FORD OF LAWTON INC	1-11-105-52660-439-000-0000-000-389	338.89	21004815
SITE Total 389 CAMPUS POLICE_DAVID					836.20	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	CONCURRENT ENROLLMENT FEES	03/08/21	CAMERON UNIVERSITY	1-11-105-51000-561-100-4400-000-705	3,000.00	21004689
SITE Total 705 EISENHOWER SENIOR HIGH					3,000.00	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	CONCURRENT ENROLLMENT FEES	03/08/21	CAMERON UNIVERSITY	1-11-105-51000-561-100-4400-000-710	3,000.00	21004689
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					3,000.00	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	CONCURRENT ENROLLMENT FEES	03/08/21	CAMERON UNIVERSITY	1-11-105-51000-561-100-4400-000-715	6,000.00	21004689
SITE Total 715 MACARTHUR SENIOR HIGH					6,000.00	
PROJECT 107 MEDIA/TECHNOLOGY SERVCIES						
SITE 399 TECHNOLOGY SERVICES_AJ WATSON						
75	EDUC-NC JAMF PRO IOS-10000	03/31/21	JAMF SOFTWARE LLC	1-11-107-52580-653-000-0000-000-399	118.50	21004851
PROJECT Total 105 EDUCATIONAL SERVICES					26,490.50	

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4	SFP+ 10 BASE ER DUPLEX/SINGLE MODE FIBER SMF/1550 NM/40KM 24.9 MILES/100% MERAKI COMPATIBLE	03/25/21	APPROVED NETWORKS LLC	1-11-107-52520-653-000-0000-000-399	1,100.00	21004834
5	SFP+ 10 BASE LR DUPLEX/SINGLE MODE FIBER SMF/1310 NM/10KM 6.2MILES/100% MERAKI COMPATIBLE	03/25/21	APPROVED NETWORKS LLC	1-11-107-52520-653-000-0000-000-399	900.00	21004834
25	FEIYUETECH FOR IPAD 7/7TH GEN 2019 IPAD 10.2/A2197/A2198/A2200 TOUCH SCREEN DIGITIZER REPLACEMENT FRONT GLASS ASSEMBLY	03/25/21	AMAZON.COM	1-11-107-52520-653-000-0000-000-399	773.75	21004846
1	MATLS TO MOUNT ACCESS POINTS ON WALL PER ATTACHED	03/09/21	LOWE'S HOME IMPROVEMENT WAREHOUSE	1-11-107-52520-652-000-0000-000-399	80.19	21004701
5	JOTFORM ENTERPRISE DIGITAL FORMS	03/31/21	JOTFORM INC	1-11-107-52580-653-000-0000-000-399	395.00	21004857
32	ACC7 UPGRADE LICENSES/ACC5 OR ACC6 TO ACC7 ENTERPRISE EDITION/VERSION UPGRADE LICENSE	03/31/21	DIGI SECURITY SYSTEMS LLC	1-11-107-52580-653-000-0000-000-399	672.00	21004876
1	PROJECT SERVICES DIGI PROFESSIONAL INSTALLATION LABOR REMOTE/ON SITE SUPPORT/LICENSE UPGRADE	03/31/21	DIGI SECURITY SYSTEMS LLC	1-11-107-52580-653-000-0000-000-399	595.00	21004876
1	SHIPPING	03/31/21	DIGI SECURITY SYSTEMS LLC	1-11-107-52580-653-000-0000-000-399	25.00	21004876
1	FREEDOM/LABOR & MATLS TO INSTALL HARDWARE/SOLE SOURCE	03/31/21	COAST AUDIO VIDEO LLC	1-11-107-52620-432-000-0000-000-399	2,404.22	21004884
SITE Total 399 TECHNOLOGY SERVICES_AJ					7,063.66	
PROJECT Total 107 MEDIA/TECHNOLOGY					7,063.66	
PROJECT 108 MAINTENANCE SERVICES						
SITE 378 GROUNDS						
1	GROUNDS/LABOR & MATLS TO MOUNT TIRE ON TRAILER	03/31/21	T & W TIRE	1-11-108-52650-439-000-0000-000-378	110.00	21004790
1	GROUNDS/PARTS FOR MOWERS PER ATTACHED	03/31/21	FROG'S PAWN	1-11-108-52650-612-000-0000-000-378	187.00	21004840
1	GROUNDS P/U 176/LABOR & MATLS TO MOUNT TIRE	03/31/21	T & W TIRE	1-11-108-52650-439-000-0000-000-378	172.00	21004849
1	GROUNDS TRAILER/LABOR & MATLS TO MOUNT TIRE ON TRAILER	03/12/21	T & W TIRE	1-11-108-52630-439-000-0000-000-378	134.68	21004748

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23	GROUNDS/SAFETY GLASSES	03/09/21	DAVECO INDUSTRIAL INC.	1-11-108-52620-618-000-0000-000-378	57.50	21004606
24	SAFETY GLASSES	03/09/21	DAVECO INDUSTRIAL INC.	1-11-108-52620-618-000-0000-000-378	42.00	21004606
1	CAMERON/GOLF CART BATTERY	03/09/21	BATTERIES PLUS	1-11-108-52650-612-000-0000-000-378	95.99	21004622
SITE Total 378 GROUNDS					799.17	
SITE 380 MAINTENANCE_JACK HANNA						
1	EMS/CRUSHER RUN TO INSTALL TIN HORN	03/09/21	HG JENKINS CONSTRUCTION INC	1-11-108-52630-618-000-0000-000-380	237.87	21004600
1	ADAMS/LOAD OF DIRT	03/11/21	SWINFORD SAND LLC	1-11-108-52630-618-000-0000-000-380	22.00	21004672
1	MAINTENANCE/LAUNDRY SOAP	03/09/21	SAM'S WHOLESALE CLUB	1-11-108-52620-618-000-0000-000-380	35.66	21004620
1	WASHINGTON/CRUSHER RUN FOR POTHOLES	03/09/21	HG JENKINS CONSTRUCTION INC	1-11-108-52630-618-000-0000-000-380	115.28	21004643
SITE Total 380 MAINTENANCE_JACK HANNA					410.81	
PROJECT Total 108 MAINTENANCE SERVICES					1,209.98	
PROJECT 109 TRANSPORTATION SERVICES						
SITE 381 TRANSPORTATION_JAY HUNT						
1	REFLECTIVE LONG SPEED BUMPS/ASPHALT	03/31/21	DECKER EQUIPMENT	1-11-109-52720-651-000-0000-000-381	146.55	21004875
1	SHIPPING	03/31/21	DECKER EQUIPMENT	1-11-109-52720-651-000-0000-000-381	52.00	21004875
SITE Total 381 TRANSPORTATION_JAY HUNT					198.55	
PROJECT Total 109 TRANSPORTATION					198.55	
PROJECT 110 INSURANCE RECOVERY						
SITE 122 EDISON ELEMENTARY						
1	INS ECVY/EDISON/BOXES FOR STORAGE OF ITEMS DUE TO WATER LEAK BETWEEN FEB 14-17, 2021/EST ONLY	03/12/21	U-HAUL	1-11-110-52620-619-000-0000-000-122	400.00	21004778
SITE Total 122 EDISON ELEMENTARY					400.00	

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SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	EHS/LABOR & MATLS TO INSTALL NEW GRID/TILE R-19 BATT INSULATION DUE TO WATER DAMAGE BETWEEN FEB 14-17, 2021	03/11/21	L & S CONSTRUCTION LLC	1-11-110-52620-450-000-0000-000-705	7,985.00	21004777
SITE Total 705 EISENHOWER SENIOR HIGH					7,985.00	
PROJECT Total 110 INSURANCE RECOVERY					8,385.00	
PROJECT 114 LOCAL INSTRUCTIONAL SERVICES TRAVEL						
SITE 375 PROF STAFF DEV_STEPHANIE HIME						
1	LOCAL TRAVEL/FY21 STAND/BD APVD 6-25-20	03/08/21	WILSON CHRISTI	1-11-114-52220-581-000-0000-000-375	400.00	21004690
SITE Total 375 PROF STAFF DEV_STEPHANIE					400.00	
PROJECT Total 114 LOCAL INSTRUCTIONAL					400.00	
PROJECT 412 VOCATIONAL PROGRAMS ASSISTANCE GRANTS						
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/25/21	NASCO	1-11-412-51000-681-314-8400-000-540	4,018.70	21004824
1	SHIPPING	03/25/21		1-11-412-51000-681-314-8400-000-540	14.95	21004824
SITE Total 540 TOMLINSON MIDDLE SCHOOL					4,033.65	
PROJECT Total 412 VOCATIONAL PROGRAMS					4,033.65	
PROJECT 515 T I - SCHOOL SUPPORT						
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	TECHNOLOGY ACCESSORIES PER ATTACHED	03/10/21	AMAZON.COM	1-11-515-51000-653-494-4210-000-710	9,944.81	21004736
26	VIZIO V SERIES 70" CLASS LED TV 4K	03/10/21	CDW-G CORPORATE OFFICE	1-11-515-51000-652-494-4210-000-710	17,945.72	21004737
3	GOOGLE LICENSES FOR CHROMEBITS	03/10/21	SYMBOLIC INC	1-11-515-51000-653-494-4210-000-710	84.00	21004738
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					27,974.53	
PROJECT Total 515 T I - SCHOOL SUPPORT					27,974.53	
PROJECT 561 T VI/A - INDIAN EDUCATION						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
15	PRE-BILLED ACT REGISTRATION/NO WRITING VOUCHER FOR QUALIFYING NATIVE AMERICAN STUDENTS	03/31/21	ACT CUSTOMER CARE	1-11-561-52199-810-429-0000-000-358	825.00	21004881
SITE Total 358 FEDERAL PROGRAMS_TERESA					825.00	
PROJECT Total 561 T VI/A - INDIAN EDUCATION					825.00	

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 572 T III - LIMITED ENGLISH PROF PROGRAM						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	REG/VIRTUAL EL SUMMIT/JUNE 21-23, 2021/TONYA BOND	03/10/21	TESOL INTERNATIONAL ASSOCIATION	1-11-572-52213-860-410-1310-000-358	199.00	21004739
1	REG/CCOSA SUMMER LEADERSHIP CONFERENCE PRE CONFERENCE WORKSHOP/VIRTUAL/JUNE 8, 2021/TONYA BOND	03/09/21	CCOSA	1-11-572-52213-860-410-1310-000-358	99.00	21004692
SITE Total 358 FEDERAL PROGRAMS_TERESA					298.00	
PROJECT Total 572 T III - LIMITED ENGLISH					298.00	
PROJECT 596 HOMELESS CHILDREN AND YOUTH						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	REG/CCOSA SUMMER LEADERSHIP CONFERENCE PRE CONFERENCE WORKSHOP/VIRTUAL/JUNE 8, 2021/ANDREA WINSTEAD	03/09/21	CCOSA	1-11-596-52573-860-425-0000-000-358	99.00	21004694
1	NCHE OUTREACH MATERIALS PER ATTACHED	03/31/21	SERVE INC	1-11-596-52199-619-425-0000-000-358	349.00	21004880
1	SHIPPING	03/31/21	SERVE INC	1-11-596-52199-619-425-0000-000-358	75.00	21004880
SITE Total 358 FEDERAL PROGRAMS_TERESA					523.00	
PROJECT Total 596 HOMELESS CHILDREN AND					523.00	
PROJECT 621 FLOW THRU, PL 101-476,IDEA/B						
SITE 168 PAT HENRY ELEMENTARY						
1	BOARDMAKER 7 STANDARD	03/10/21	TOBII DYNAVOK LLC	1-11-621-51000-653-239-1050-000-168	399.00	21004753
1	SHIPPING	03/10/21	TOBII DYNAVOK LLC	1-11-621-51000-653-239-1050-000-168	25.00	21004753
SITE Total 168 PAT HENRY ELEMENTARY					424.00	
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	WRAT5 Q GLOBAL DIGITAL MANUEL/AMANDA PUGH	03/25/21	PEARSON CLINICAL ASSESSMENT	1-11-621-52180-614-239-0000-000-368	64.47	21004829
1	WRAT5 Q GLOBAL DIGITAL MANUEL/AMANDA PUGH	03/25/21	PEARSON CLINICAL ASSESSMENT	1-11-621-52330-614-239-0000-000-368	38.53	21004829
1	WRAT5 MANUEL	03/25/21	PEARSON CLINICAL ASSESSMENT	1-11-621-52180-614-239-0000-000-368	32.23	21004829

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1	WRAT5 MANUEL	03/25/21	PEARSON CLINICAL ASSESSMENT	1-11-621-52330-614-239-0000-000-368	19.27	21004829
1	SHIPPING	03/25/21	PEARSON CLINICAL ASSESSMENT	1-11-621-52180-614-239-0000-000-368	31.30	21004829
1	SHIPPING	03/25/21	PEARSON CLINICAL ASSESSMENT	1-11-621-52330-614-239-0000-000-368	18.70	21004829
1	HOME OFFICE CHAIR/GAMING CHAIR WITH LUMBAR SUPPORT/FLIP ARMRESTS/HEADREST	03/25/21	AMAZON.COM	1-11-621-52330-651-239-0000-000-368	90.99	21004831
1	AMBUTECH 4 SEC 54 INCH FOLDING GRAPHITE CANE	03/25/21	MAXI AIDS	1-11-621-52180-658-239-1050-000-368	36.95	21004832
1	SHIPPING	03/25/21	MAXI AIDS	1-11-621-52180-658-239-1050-000-368	10.00	21004832
SITE Total 368 SPECIAL SERVICES_CHRIS					342.44	
PROJECT Total 621 FLOW THRU, PL 101-					766.44	
PROJECT 786 CONSOLIDATED ADMINISTRATIVE FUNDS						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
4	REG/CCOSA SUMMER LEADERSHIP CONFERENCE PRE CONFERENCE WORKSHOP/VIRTUAL/JUNE 8, 2021/TERESA DONAHUE/LORI NEWELL/DONNA SEYMOUR/ELLEN ROBINSON	03/09/21	CCOSA	1-11-786-52330-860-494-0000-000-358	396.00	21004693
1	GLARESHADE FLUORESCENT LIGHT FILTER/5 PACK	03/31/21	AMAZON.COM	1-11-786-52330-619-494-0000-000-358	34.99	21004874
SITE Total 358 FEDERAL PROGRAMS_TERESA					430.99	
PROJECT Total 786 CONSOLIDATED					430.99	
PROJECT 793 ESSER II (CARES)						
SITE 380 MAINTENANCE_JACK HANNA						
1	LHS/LABOR & MATLS TO REPLACE WINDOW IN SCIENCE LAB/QUOTES	03/25/21	DOWNTOWN GLASS INC	1-11-793-52620-438-000-0000-000-380	3,301.00	21004833
2	PAT HENRY/17.5 TON HVAC/SOLE SOURCE	03/25/21	LENNOX INDUSTRIES	1-11-793-52620-731-000-0000-000-380	28,108.00	21004845
1	10 TON HVAC/SOLE SOURCE	03/25/21	LENNOX INDUSTRIES	1-11-793-52620-731-000-0000-000-380	7,628.00	21004845
1	CLEMCO PORTABLE SANDBLASTER 0.5 CU FT WITH 25" HOSE/QUOTES	03/31/21	MAXWELL SUPPLY INC.	1-11-793-52620-656-000-0000-000-380	2,471.58	21004862

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12	CLARKE RA40 RIDING AUTO SCRUBBER/QUOTES	03/31/21	FLOOR-TECH JANITORIAL	1-11-793-52620-736-000-0000-000-380	83,999.88	21004865
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
36 STEM PACK/CLASSROOM INVENTION KIT						
		03/31/21	JOY LABZ LLC	1-11-793-52199-683-000-0000-000-386	25,198.20	21004866
1	SHIPPING	03/31/21	JOY LABZ LLC	1-11-793-52199-683-000-0000-000-386	581.76	21004866
180	LEGO EDUCATION WEDO 2.0 CORE SET	03/31/21	LEGO EDUCATION	1-11-793-52199-683-000-0000-000-386	40,491.00	21004867
1	SOLE SOURCE/STEM MATERIALS PER ATTACHED	03/31/21	TERRAPIN	1-11-793-52199-683-000-0000-000-386	23,503.52	21004868
1	SHIPPING	03/31/21	TERRAPIN	1-11-793-52199-683-000-0000-000-386	36.00	21004868
108	WONDER PACK/DASH & DOT ROBOTS & ACCESS	03/31/21	WONDER WORKSHOP INC	1-11-793-52199-683-000-0000-000-386	30,238.92	21004869
36	WHITEBOARD MAT FOR SKETCH KIT	03/31/21	WONDER WORKSHOP INC	1-11-793-52199-683-000-0000-000-386	3,599.64	21004869
1	SKETCH KIT	03/31/21	WONDER WORKSHOP INC	1-11-793-52199-683-000-0000-000-386	39.99	21004869
1	SOLE SOURCE/ROBOT KITS PER ATTACHED	03/31/21	MICROBRIC LLC	1-11-793-52199-683-000-0000-000-386	4,080.00	21004870
1	SOLE SOURCE/ROBOT KITS PER ATTACHED	03/31/21	MICROBRIC LLC	1-11-793-52199-683-000-0000-000-386	4,590.00	21004871
1	SOLE SOURCE/ROBOT KITS PER ATTACHED	03/31/21	MICROBRIC LLC	1-11-793-52199-683-000-0000-000-386	4,590.00	21004872
17	PAIRING STEAM WITH STORIES	03/31/21	AMAZON.COM	1-11-793-52199-683-000-0000-000-386	594.83	21004878
17	INVENT TO LEARN: MAKING, TINKERING & ENGINEERING IN THE CLASSROOM 2ND EDITION	03/31/21	AMAZON.COM	1-11-793-52199-683-000-0000-000-386	849.83	21004878
450	SPHERO MINI/BLUE	03/31/21	SPHERO INC	1-11-793-52199-683-000-0000-000-386	22,495.50	21004882

SITE Total 380 MAINTENANCE_JACK HANNA

125,508.46

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7	SOLE SOURCE/SPHERO BOLT/15 PACK	03/31/21	SPHERO INC	1-11-793-52199-683-000-0000-000-386	14,174.93	21004882
3	SPHERO BOLT	03/31/21	SPHERO INC	1-11-793-52199-683-000-0000-000-386	449.97	21004882
1	SHIPPING	03/31/21	SPHERO INC	1-11-793-52199-683-000-0000-000-386	182.64	21004882
SITE Total 386 GRANT DIRECTOR_DIANE					175,696.73	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	BID BD APVD 3-11-2021/DISTRICT WIDE PRINTERS PER ATTACHED	03/08/21	OKLAHOMA COPIER SOLUTIONS	1-11-793-51000-652-100-4210-000-710	478,700.00	21004675
1	MAINTENANCE AGREEMENT/FY21 STAND/INCLUDES ALL CONSUMABLES AND MAINTENANCE BASED ON COST PER COPY	03/08/21	OKLAHOMA COPIER SOLUTIONS	1-11-793-51000-337-494-4210-000-710	60,000.00	21004676
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					538,700.00	
PROJECT Total 793 ESSER II (CARES)					839,905.19	
FUND Total 11 GENERAL FUNDS					995,379.03	
FUND 21 BUILDING FUND						
PROJECT 100 DISTRICT WIDE SERVICES						
SITE 050 DISTRICT WIDE SERVICES						
1	PAYMENT FOR LOT FOR LINCOLN PARKING	03/31/21	BRIAN ABASTA	1-21-100-54200-710-000-0000-000-050	32,000.00	21004883
SITE Total 050 DISTRICT WIDE SERVICES					32,000.00	
PROJECT Total 100 DISTRICT WIDE SERVICES					32,000.00	
PROJECT 108 MAINTENANCE SERVICES						
SITE 380 MAINTENANCE_JACK HANNA						
1	HUGH BISH/QUOTES/LABOR & MATLS TO INSTALL TWO (2) 7.5 TON HVAC	03/10/21	LUCKINBILL, INC	1-21-108-52620-450-000-0000-000-380	15,509.50	21004744
1	ALMOR WEST/LABOR & MATLS TO UNHOOK FIRE ALARM FROM PORTABLES	03/11/21	SOONER SECURITY SERVICE INC	1-21-108-52670-337-000-0000-000-380	490.00	21004671
1	CARRIAGE HILLS/LABOR & MATLS TO UNHOOK FIRE ALARM FROM PORTABLES	03/11/21	SOONER SECURITY SERVICE INC	1-21-108-52670-337-000-0000-000-380	460.00	21004671
1	CROSBY PARK/LABOR & MATLS TO UNHOOK FIRE ALARM FROM PORTABLE	03/11/21	SOONER SECURITY SERVICE INC	1-21-108-52670-337-000-0000-000-380	300.00	21004671
3	CUSTODIAL SHOP/DOUBLE CURVE WAND FOR VACUUMS	03/11/21	WAGNER SUPPLY CO INC	1-21-108-52620-618-000-0000-000-380	261.45	21004674

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1	MAINT/LABOR & MATLS TO REPAIR JLG	03/11/21	UNITED RENTALS (NORTH AMERICA) INC	1-21-108-52620-439-000-0000-000-380	352.35	21004734
10	CUSTODIAL/PAPER TOWEL DISPENSERS	03/31/21	WAXIE SANITARY SUPPLY	1-21-108-52620-618-000-0000-000-380	380.00	21004835
1	LHS/SOLE SOURCE/4 TON HVAC UNIT	03/31/21	LENNOX INDUSTRIES	1-21-108-52620-651-000-0000-000-380	3,940.00	21004852
16	SHOEMAKER/LED LIGHTS	03/31/21	HUNZICKER BROTHERS INC	1-21-108-52620-618-000-0000-000-380	1,018.64	21004853
1	MAINT/RENEWAL OF GENERAL LIABILITY INSURANCE/BLAKE KEPHART	03/12/21	INSURICA OF LAWTON	1-21-108-52620-810-000-0000-000-380	872.00	21004735
1	MMS/SOLE SOURCE/TWO 5 TON HVAC SYSTEMS	03/12/21	LENNOX INDUSTRIES	1-21-108-52620-731-000-0000-000-380	7,344.00	21004746
1	SHOEMAKER/SOLE SOURCE/LABOR & MATLS TO BORE FROM TRANSFORMER TO LIGHT	03/12/21	4-D LANDSCAPE & IRRIGATION	1-21-108-52620-450-000-0000-000-380	1,500.00	21004747
5	MHS/DRIVE BELTS FOR VACUUMS	03/12/21	WAGNER SUPPLY CO INC	1-21-108-52620-618-000-0000-000-380	62.50	21004755
1	MHS/26" BRUSH FOR VACUUM	03/12/21	WAGNER SUPPLY CO INC	1-21-108-52620-618-000-0000-000-380	36.09	21004755
1	MAINT CUSTODIAL/QUOTES/COMMERCIAL WASHER	03/12/21	ELITE EQUIPMENT CO INC	1-21-108-52620-731-000-0000-000-380	8,875.00	21004783
1	SHIPPING	03/12/21	ELITE EQUIPMENT CO INC	1-21-108-52620-731-000-0000-000-380	500.00	21004783
1	MMS/QUOTES/LABOR & MATLS TO INSTALL TWO 5 TON HVAC SYSTEMS	03/12/21	BILL MILLER AND NOBLE HEAT & AIR	1-21-108-52620-450-000-0000-000-380	4,210.00	21004784
1	SCRUBBER PARTS PER ATTACHED	03/09/21	WAGNER SUPPLY CO INC	1-21-108-52620-618-000-0000-000-380	243.60	21004621
1	SHOEMAKER/MATERIALS FOR PODCAST TABLE	03/09/21	ELGIN DOOR & PLYWOOD INC	1-21-108-52620-618-000-0000-000-380	389.87	21004623
10	ROLLER TOWEL DISPENSORS	03/09/21	SOUTHWEST CHEMICAL CO INC	1-21-108-52620-618-000-0000-000-380	625.00	21004626
7	EMS/WASHINGTON/FLOOR PADS	03/09/21	SOUTHWEST CHEMICAL CO INC	1-21-108-52620-618-000-0000-000-380	217.14	21004626

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PQ NO
1	WOODLAND HILLS/ ONE PIECE OF GLASS	03/09/21	GLASS DOCTOR	1-21-108-52620-618-000-0000-000-380	64.73	21004631
2	MMS/QUOTES/LABOR & MATLS TO INSTALL 5 TON HVAC UNITS	03/31/21	BILL MILLER AND NOBLE HEAT & AIR	1-21-108-52620-450-000-0000-000-380	4,210.00	21004885
			SITE Total 380 MAINTENANCE_JACK HANNA		51,861.87	
			PROJECT Total 108 MAINTENANCE SERVICES		51,861.87	
			FUND Total 21 BUILDING FUND		83,861.87	
FUND 26 MUNICIPAL TAX FUND (2015)						
PROJECT 182 BLDG REPAIR/RENOVATIONS/WINDOWS						
SITE 373 OPERATIONAL SERVICES_JASON JAMES						
1	SHOEMAKER/LABOR & MATLS TO INSTALL FROSTED FILM FOR OFFICE PARTITION	03/31/21	CACHE ROAD GLASS & MIRROR	1-26-182-52620-450-000-0000-000-373	495.00	21004854
			SITE Total 373 OPERATIONAL		495.00	
			PROJECT Total 182 BLDG		495.00	
PROJECT 185 GROUNDS REPAIR/RENOVATIONS						
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	SOLE SOURCE/MHS/BORE FOR NEW SIGN/FROM FRONT OF GYM TO MECHANICAL ROOM	03/31/21	4-D LANDSCAPE & IRRIGATION	1-26-185-52630-450-000-0000-000-715	2,250.00	21004863
			SITE Total 715 MACARTHUR SENIOR HIGH		2,250.00	
			PROJECT Total 185 GROUNDS		2,250.00	
			FUND Total 26 MUNICIPAL TAX FUND (2015)		2,745.00	
FUND 32 BOND FUND (2014)						
PROJECT 175 BOND-CONST & RENOVATIONS						
SITE 351 DOUGLASS LEARNING CTR_MARK MATTINGLY						
1	BD APVD 3-11-2021/ARCHITECT FEES/DOUGLAS RENOVATION	03/25/21	BOYNTON-WILLIAMS & ASSOCIATES	1-32-175-54400-332-000-0000-000-351	60,000.00	21004779
1	REIMBURSABLE EXPENSES	03/25/21	BOYNTON-WILLIAMS & ASSOCIATES	1-32-175-54400-332-000-0000-000-351	6,000.00	21004779
			SITE Total 351 DOUGLASS LEARNING		66,000.00	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	MHS/SOLE SOURCE/LABOR & MATLS TO SET WATERING STATION FOR NEW LANDSCAPING	03/10/21	BEDROCK NURSERY INC	1-32-175-52630-420-000-0000-000-715	3,959.40	21004743
			SITE Total 715 MACARTHUR SENIOR HIGH		3,959.40	
			PROJECT Total 175 BOND-CONST &		69,959.40	
			FUND Total 32 BOND FUND (2014)		69,959.40	

BEGINNING DATE: 3/8/2021
ENDING DATE: 3/31/2021

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 33 BOND FUND (2017)						
PROJECT 165 BOND-FURNITURE						
SITE 545 EISENHOWER MIDDLE SCHOOL						
45	LIFETIME 8' COMMERCIAL GRADE FOLDING TABLES	03/08/21	SAM'S WHOLESALE CLUB	1-33-165-51000-651-100-1050-000-545	3,599.10	21004679
SITE Total 545 EISENHOWER MIDDLE SCHOOL					3,599.10	
PROJECT Total 165 BOND-FURNITURE					3,599.10	
PROJECT 166 BOND-PROGRAMS EQUIPMENT						
SITE 106 ALMOR WEST ELEMENTARY						
1	PRODIGIES MUSIC CURRICULUM/LIFETIME MEMBERSHIP & KIT/SOLE SOURCE	03/08/21	YOUNG MUSIC LLC	1-33-166-51000-681-100-1170-000-106	947.00	21004678
SITE Total 106 ALMOR WEST ELEMENTARY					947.00	
SITE 110 CLEVELAND ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/09/21	MIDAMERICA BOOKS	1-33-166-52220-641-000-0000-000-110	209.45	21004698
1	SHIPPING	03/09/21	MIDAMERICA BOOKS	1-33-166-52220-641-000-0000-000-110	20.95	21004698
1	BOSTICH 3 HOLE PUNCH HEAVY DUTY	03/09/21	AMAZON.COM	1-33-166-52220-619-000-0000-000-110	17.95	21004699
1	4-STEP LADDER STEP STOOL	03/09/21	AMAZON.COM	1-33-166-52220-619-000-0000-000-110	98.89	21004699
1	PAPER SHREDDER/12 SHEET AMAZON BASICS	03/09/21	AMAZON.COM	1-33-166-52220-619-000-0000-000-110	114.00	21004699
1	LIBRARY BOOKS PER ATTACHED	03/09/21	PERMA BOUND HERTZBERG	1-33-166-52220-641-000-0000-000-110	1,104.65	21004700
1	SHIPPING	03/09/21		1-33-166-52220-619-000-0000-000-110	52.60	21004704
4	SHELF MARKERS ASSORTED	03/09/21	DEMCO, INC	1-33-166-52220-619-000-0000-000-110	149.36	21004704
1	HAMILTON BUHL MEDIA/LARGE PRODUCTION STUDIO KIT	03/09/21	DEMCO, INC	1-33-166-52220-619-000-0000-000-110	374.40	21004704
1	HAMILTON BUHL AUDIOSTAR BOOMBOX AND CONVERTER	03/09/21	DEMCO, INC	1-33-166-52220-619-000-0000-000-110	115.20	21004704

BEGINNING DATE: 3/8/2021
ENDING DATE: 3/31/2021

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
10	CLEAR POLY CORNERS	03/09/21	KAPCO	1-33-166-52220-619-000-0000-000-110	74.20	21004705
1	9 INCH JACKET COVER WITH PAPAER	03/09/21	KAPCO	1-33-166-52220-619-000-0000-000-110	33.67	21004705
1	EASYJACKET COVER WITH PAPER	03/09/21	KAPCO	1-33-166-52220-619-000-0000-000-110	35.89	21004705
1	SHIPPING	03/09/21	KAPCO	1-33-166-52220-619-000-0000-000-110	11.35	21004705
SITE Total 110 CLEVELAND ELEMENTARY					2,412.56	
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	PE EQUIPMENT PER ATTACHED	03/25/21	BSN SPORTS LLC	1-33-166-52199-683-100-1360-000-545	2,182.00	21004843
1	SHIPPING	03/25/21	BSN SPORTS LLC	1-33-166-52199-683-100-1360-000-545	200.00	21004843
SITE Total 545 EISENHOWER MIDDLE SCHOOL					2,382.00	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
50	GUARDIAN HELMET COVER	03/09/21	GUARDIAN INNOVATIONS LLC	1-33-166-51000-657-801-3300-000-705	2,000.00	21004691
1	SHIPPING	03/09/21	GUARDIAN INNOVATIONS LLC	1-33-166-51000-657-801-3300-000-705	64.80	21004691
SITE Total 705 EISENHOWER SENIOR HIGH					2,064.80	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	GIRLS BASKETBALL UNIFORMS PER ATTACHED	03/25/21	BSN SPORTS LLC	1-33-166-51000-657-803-3300-000-710	1,592.50	21004813
1	SHIPPING	03/25/21	BSN SPORTS LLC	1-33-166-51000-657-803-3300-000-710	75.00	21004813
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					1,667.50	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	WRESTLING HEADGEAR/EARGUARD/ADULT BLACK	03/25/21	LDR HEADGEAR LLC	1-33-166-51000-657-807-3300-000-715	49.95	21004818
1	SHIPPING	03/25/21	LDR HEADGEAR LLC	1-33-166-51000-657-807-3300-000-715	11.07	21004818
1	WRESTLING UNIFORMS PER ATTACHED	03/25/21	BSN SPORTS LLC	1-33-166-51000-657-807-3300-000-715	2,192.00	21004819

BEGINNING DATE: 3/8/2021
ENDING DATE: 3/31/2021

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/25/21	BSN SPORTS LLC	1-33-166-51000-657-807-3300-000-715	12.21	21004819
1	TAKE DOWN DEFENDER	03/25/21	A & W WRESTLING EQUIPMENT	1-33-166-51000-681-807-3300-000-715	649.00	21004820
1	SHIPPING	03/25/21	A & W WRESTLING EQUIPMENT	1-33-166-51000-681-807-3300-000-715	75.00	21004820
SITE Total 715 MACARTHUR SENIOR HIGH					2,989.23	
PROJECT Total 166 BOND-PROGRAMS					12,463.09	
PROJECT 167 BOND-AUDITORIUMS						
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	BID BD APVD 3-11-2021/EHS/LABOR & MATLS TO INSTALL NEW AUDITORIUM SOUND SYSTEM PER BID SPECS	03/25/21	COAST AUDIO VIDEO LLC	1-33-167-52620-450-000-0000-000-705	91,800.00	21004848
SITE Total 705 EISENHOWER SENIOR HIGH					91,800.00	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	BID BD APVD 3-11-2021/LHS/LABOR & MATLS TO INSTALL NEW AUDITORIUM SOUND SYSTEM PER BID SPECS	03/25/21	COAST AUDIO VIDEO LLC	1-33-167-52620-450-000-0000-000-710	91,800.00	21004844
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					91,800.00	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	BID BD APVD 3-11-2021/MHS/LABOR & MATLS TO INSTALL NEW AUDITORIUM SOUND SYSTEM PER BID SPECS	03/25/21	COAST AUDIO VIDEO LLC	1-33-167-52620-450-000-0000-000-715	85,170.00	21004847
SITE Total 715 MACARTHUR SENIOR HIGH					85,170.00	
PROJECT Total 167 BOND-AUDITORIUMS					268,770.00	
PROJECT 169 BOND-MAINT/MISC/CONTINGENCY						
SITE 535 CENTRAL MIDDLE SCHOOL						
1	CMS/SOLE SOURCE/LABOR & MATLS TO SAND AND REFINISH SMALL GYM FLOOR	03/10/21	FLOOR-TECH JANITORIAL	1-33-169-52620-450-000-0000-000-535	11,120.00	21004741
1	CMS/SOLE SOURCE/LABOR & MATLS TO SAND AND REFINISH MAIN GYM FLOOR	03/10/21	FLOOR-TECH JANITORIAL	1-33-169-52620-450-000-0000-000-535	14,445.00	21004742
SITE Total 535 CENTRAL MIDDLE SCHOOL					25,565.00	
PROJECT Total 169 BOND-					25,565.00	
FUND Total 33 BOND FUND (2017)					310,397.19	

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
April 6, 2021**

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND TRANSFERS:

	<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1	EHS Tech Now	EHS JROTC	License Plates	\$100.00
2	MHS Girls Soccer	EHS Girls Soccer	Entry Fee 2/27/21	\$125.00
3	MHS Boys Soccer	EHS Boys Soccer	Entry Fee 2/27/21	\$125.00
4	EHS Wrestling	EHS All Sports	Help with State Fees	\$187.00
5	LHS Academic Team	LHS Student Council	Mr LHS	\$604.60
6	LHS African Amer Multicultural	LHS Student Council	Mr LHS	\$352.62
7	LHS Mentorship Program	LHS Student Council	Mr LHS	\$78.07
8	LHS NHS	LHS Student Council	Mr LHS	\$23.84
9	LHS Seniors 2021	LHS Student Council	Mr LHS	\$237.80
10	LHS Seniors 2023	LHS Student Council	Mr LHS	\$86.05
11	LHS Seniors 2024	LHS Student Council	Mr LHS	\$285.67
12	LHS Football	LHS Student Council	Mr LHS	\$29.52
13	LHS Baseball	LHS Student Council	Mr LHS	\$27.82
14	LHS Softball	LHS Student Council	Mr LHS	\$201.00
15	LHS Boys Cross Country	LHS Student Council	Mr LHS	\$37.56
16	LHS Girls Cross Country	LHS Student Council	Mr LHS	\$37.56
17	MHS Boys Soccer	LHS Boys Soccer	Entry Fee 2/27/21	\$125.00
18	MHS Girls Soccer	LHS Girls Soccer	Entry Fee 2/27/21	\$75.00
19	CMS Concessions	CMS Boys Track	Case of Powerade	\$23.28
20	CMS Concessions	CMS Girls Track	Case of Powerade	\$23.28
21	CMS Baseball	CMS All Sports	Help with Expenses	\$720.00
22	EMS Softball	EMS All Sports	Help with Expenses	\$76.00
23	MMS Boys Soccer	MMS All Sports	Help with Expenses	\$200.00
24	MMS Girls Soccer	MMS All Sports	Help with Expenses	\$200.00
25	TMS Baseball	TMS Boys Soccer	Help with Expenses	\$500.00
26	TMS Baseball	TMS Girls Soccer	Help with Expenses	\$500.00
27	EHS Commission	District Commission	February Commission	\$23.00
28	LHS Commission	District Commission	February Commission	\$225.00
29	MHS Commission	District Commission	February Commission	\$285.00
30	CMS Commission	District Commission	February Commission	\$186.75
31	MMS Commission	District Commission	February Commission	\$198.75
32	TMS Commission	District Commission	February Commission	\$84.75
33	Gateway Success Center	District Commission	February Commission	\$8.00
34	Transportation Center	District Commission	February Commission	\$18.00

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
April 6, 2021**

REQUEST PERMISSION TO ADD NEW ACCOUNT:

Acct Name/Number	Source of Revenue	Approved Expenditures
MacArthur High School eSports - 880	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies

**Lawton Public Schools
Business Operations**

**Report of the Clerk
April 6, 2021**

REQUEST APPROVAL OF THE FOLLOWING CONSTRUCTION-RELATED DOCUMENTS:

RCJ Construction Inc	Certificate of Substantial Completion	2015 Sales Tax (26)
TMS Gym HVAC Renovation		

Joe D Hall General Contractors LLC	Construction Manager	2014 Bond (32)
Douglass Learning Center Renovation		

REQUEST APPROVAL OF THE FOLLOWING AGREEMENTS/CONTRACTS:

Brian K Abasta	Building Fund (21)
Contract for Sale of Real Estate	we are going to purchase property 609 SW Park

Continuous Strategic Improvement (CSI)	General Fund (11)
OSSBA & K20 Center	5-Year Continuous Strategic Improvement Plan

Cummins-Setters Commercial Partners LLC	
Contract of Sale of Real Estate	Swinney School, 1431 NW 23rd Street
Contract of Sale of Real Estate	Wilson School, 102 NW 17th Street

Mary E Johnson & Associates PLLC	General Fund (11)
District Audit for FY21	Activity Fund (60)



AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Lawton Public Schools -Tomlinson Middle School Gym HVAC Lawton, Oklahoma	CONTRACT INFORMATION: Contract For: General Construction Date: May 19, 2020	CERTIFICATE INFORMATION: Certificate Number: 001 Date: March 12, 2021
OWNER: <i>(name and address)</i> Lawton Public Schools 753 NW Ft. Sill Blvd. Lawton, Oklahoma 73507	ARCHITECT: <i>(name and address)</i> Architects in Partnership, LLC 3220 Marshall Avenue Norman, Oklahoma 73072	CONTRACTOR: <i>(name and address)</i> RCJ Construction, Inc. 800 SE 1 st Street Lawton, Oklahoma 73501

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Entire project.

Architects in Partnership,
LLC

ARCHITECT *(Firm Name)*

SIGNATURE

Cory Miller, Senior Project
Manager/Associate

PRINTED NAME AND TITLE

March 11, 2021

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Punch list attached.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$18,781.74

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner is responsible for all security, maintenance, heat, utilities, damage to the Work and insurance for the work identified as substantially complete.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

RCJ Construction, Inc.

CONTRACTOR *(Firm Name)*

Lawton Public Schools

OWNER *(Firm Name)*

SIGNATURE

SIGNATURE

Fred Alexander,

Const. Manager

PRINTED NAME AND TITLE

PATTY NEUWIRTH, PRESIDENT

LAWTON BOARD OF EDUCATION

PRINTED NAME AND TITLE

3-22-2021

DATE

DATE

	A	B	C	D	E	F	G	H
1			Lawton Public Schools Tomlinson Middle School Gym HVAC Renovation					
2								
3								
4			AIP Punch List March 12, 2021					
5	ROOM NUMBER	NAME	DESCRIPTION	Responsibility	DATE GEN	G.C.	AIP	Owner
6		General	O&M Manual		3/11/21			
7			Owner Training		3/11/21			
8			Covers for all thermostats		3/11/21			
9		Gym	Paint conduit to match white wall color above tile		3/11/21			
10			At metal infill panels, file burs, use washers at all fasteners, paint fasteners to match panel color, and cover overcut interior skin with trim		3/11/21			
11		South Locker Room	Clean up caulking on abandoned grille infill panel		3/11/21			
12		Roof	Cap abandoned flue penetration		3/11/21			
13			Seal roof at abandoned gas line		3/11/21			
14			Add feet under electrical pedestal rack and place on sacrificial layer of TPO		3/11/21			
15			Seal TPO condensing line and condensate penetration per manufacturer's warranty requirements		3/11/21			
16			Seal open core in brick		3/11/21			
17		Exterior	Paint gas line		3/11/21			



2600 Van Buren St., Suite 2635 | Norman, OK 73072
405.364.9926 | 715.832.5668 (f)
www.mepassociates.com

| expect a difference |

PUNCH LIST

Client: Architects in Partnership (AIP)
Project Title: Tomlinson Middle School HVAC Renovation
Project Location: Lawton, OK
Date of Inspection: March 11, 2021

March 15, 2021

Owner: Lawton Public Schools
Engineer: MEP Associates, A Salas O'Brien Company

MEP Project Number: A16.20.01, 2020-61040-00

The following is a list of items that need to be completed by the contractor. Please note: the failure to include any item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the Drawings and Project Specifications. Please provide a written explanation for any item that cannot be corrected:

ELECTRICAL ITEMS

Initial Date Issue:

___	___	1. Provide Owner training per 26 0500. Provide training to satisfaction of Owner. Coordinate schedule of training with Owner.
___	___	2. Provide O&M manuals and extra materials to Owner per 26 0500.
___	___	3. Clean and test all systems per 26 0504.
___	___	4. Ensure labeling is completed per specifications. The panelboard schedules should be typed and the individual circuit breakers in the new main panelboard should be permanently labeled. At the time of the visit the circuit breakers were labeled using electrical tape.
___	___	5. Ensure the Fire Alarm system is fully operational, without defective devices or connections. At the time of visit a trouble signal has occurred in the 'Big Gym Duct Detector' on multiple occasions.



PLUMBING ITEMS

—	—	1. Complete installation of plumbing piping, valve, and equipment identification per 22 0553, including nameplates, labels, ceiling/wall markers, and valve tags.
—	—	2. Provide O&M manuals and extra materials to Owner per 22 0500.
—	—	3. Provide Owner training per 22 0500. Provide training to satisfaction of Owner. Coordinate schedule of training with Owner.
—	—	4. Exterior natural gas piping shall be painted and labeled per notes on drawing M-101.

MECHANICAL ITEMS

Initial Date Issue: A

—	—	1. Complete test and balance showing the updated diffusers have been balanced to their previous values. Submit T&B to Engineer for review.
—	—	2. Install unit identification tags for any equipment in accordance with 23 0500.
—	—	3. Record all field modifications on record/as-built drawings
—	—	4. Provide Operations & Maintenance manuals to Owner per 23 0005.
—	—	5. Verify there is adequate access to the fire damper below F-2.
—	—	6. Verify any abandoned roof penetrations caused by mechanical equipment demolition are cover/sealed weathertight.

Submitted by:

Will Davis,



Mechanical Engineer PE/Project Manager
MEP Associates



AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Tenth day of March in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Lawton Public Schools
753 Fort Sill Blvd
Lawton, OK 73507-1009

and the Construction Manager:
(Name, legal status and address)

Joe D. Hall General Contractors, LLC
P.O. Box 100
Elk City, OK 73648

for the following Project:
(Name and address or location)

Lawton Public Schools
Conference Center
Gore Blvd
Lawton, OK

The Architect:
(Name, legal status and address)

Boynton Williams and Associates
3637 West Main St.
Norman, OK 73072

The Owner's Designated Representative:
(Name, address and other information)

Kevin Hime
753 Fort Sill Blvd.
Lawton, OK 73507-1009
580-357-6900

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA3E)

The Construction Manager's Designated Representative:
(Name, address and other information)

Joe D. Hall
105 Clyde Ave.
Elk City, OK 73644
Telephone Number: 580-225-3770
Fax Number: 580-225-3420

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

Init.

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User Notes:

(3B9ADA3E)

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- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

(Paragraph Deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation shall be 3% of total bid amounts of all bid packages for the construction cost of the project determined at completion of the bidding process. This compensation will be applicable if Owner does not proceed with project.

Reimbursable cost items are listed below:

Advertisements for Bids

Printing and distribution of plans and specifications

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Compensation for Construction Management Fee shall be 10% of the cost of construction as set forth in this contract. General Requirements are considered cost of construction. Included in this contract will be added a 2% Contingency. Contingency subject to change based on owner, architect, and construction manager determination at award of project.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Compensation for ADD Change Orders shall be 10% C.M. Fee and 5% for General Requirements based on the cost of the additional work and no deduct in C.M. Fee or General Requirements for DEDUCT Change Orders.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One hundred percent (100.00 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

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(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

Project Manager: \$95/hr

Assistant Project Manager: \$75/hr

Project Superintendent: \$90/hr

Clerical: \$50/hr

Carpentry Labor: \$45/hr

General Labor: \$35/hr

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The basis of reimbursement for Builder's Risk shall be at a rate of .375% and reimbursement for General & Professional Liability Insurance shall be at a rate of .45% of the cost of construction. Compensation for bonds shall be 2% of the construction cost of the project.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction

Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the Twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Zero percent (0.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

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same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .4 Subtract retainage of Zero percent (0.00 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The percentage of retainage held on Subcontractors shall be 5%.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction

Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	
Payment Bond	
Maintenance Bond	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

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§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Project Manager: \$95/hr
Assistant Project Manager: \$75/hr
Project Superintendent: \$90/hr
Clerical: \$50/hr
Carpentry Labor: \$45/hr
General Labor: \$35/hr

Section 179D Allocation: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, or interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant, or energy services provider. Lawton Public Schools hereby provides Joe D. Hall General Contractors, LLC, the Section 179D deduction for this project. The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance. Following a Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

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ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

PATTY NEUWIRTH, PRESIDENT
LAWTON BOARD OF EDUCATION

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Joe D. Hall, Owner

(Printed name and title)



CONTRACT FOR SALE/PURCHASE OF REAL ESTATE

THIS AGREEMENT made and entered into this 30th day of March, 2021 (the "Time Reference Date") by and between BRIAN K. ABASTA, Brian K. Abasta (hereinafter referred to as "Seller") and INDEPENDENT SCHOOL DISTRICT NO.8, COMANCHE COUNTY, OKLAHOMA, a public body (hereinafter referred to as "Buyer"), WITNESSETH:

WHEREAS, Seller is the owner of the following described property situate in Comanche County, Oklahoma, to-wit:

Lot 12, Block 6, Beal Addition to the City of Lawton, Comanche County, Oklahoma, together with the improvements located thereon (the "Property").

NOW, THEREFORE, for and in consideration of One or More Dollars (\$1.00), to be paid in the manner herein set forth, and the mutual covenants and considerations exchanged between the Buyer and Seller, Seller agrees to sell and Buyer agrees to purchase the Property, including all improvements located thereon, subject to the conditions herein set forth.

IT IS FURTHER AGREED:

1. **PURCHASE PRICE:** The purchase price of the Property shall be \$32,000.00 (the "Purchase Price").

2. **DEPOSIT:**

a. Buyer agrees to pay to seller \$5,000 of the Purchase Price to Seller after the attorney for Buyer has examined the Abstract on the real property described in their Contract, approved the title as marketable according to the Oklahoma Title Standards, and Seller has executed a Warranty Deed prepared by Buyer conveying the real property described herein to Buyer and delivered said deed to Southwest Abstract Co. to hold pending closing of this sale.

b. At closing the Warranty Deed shall be delivered by Southwest Abstract to Seller. If Buyer subsequently requests that Southwest Abstract deliver it the warranty deed, Southwest Abstract is directed to comply with that request. Seller hereby releases and agrees to indemnify Southwest Abstract from any claim made by itself or any third party.

(INITIALS)

3. **SURFACE ONLY**: This Agreement only provides for the purchase of the surface interest in and to the Property. Buyer is not acquiring any interest in and to the oil, gas and other minerals lying in and under or produced from the Property.

4. **TITLE**:

a. Seller shall deliver to Buyer, within 10 days of the Time Reference Date, an abstract of title, certified to a current date, same to reflect marketable title in Seller in accordance with the Title Examination Standards of the Oklahoma Bar Association. Buyer shall have 10 days after receipt of the abstract of title to have same examined, or to examine same, and to submit to Seller in writing any defects in title (the "Title Objections"). Buyer's failure to provide written notice of Title Objections within this time period will constitute Buyer's waiver of the Title Objections. Any matter of title that Buyer does not so object will be deemed to have been accepted by Buyer and will be a Permitted Exception (as defined later herein). In no event shall easements, right-of-way and restrictions of record that do not unreasonably interfere with Buyer's intended use to be considered title defects.

b. Seller will have thirty (30) days after receipt of Buyer's Title Objections, unless the time period is extended in writing by Buyer, to cure any such Title Objections. In the event Seller does not cure the Title Objections in said time (or extensions thereto granted by Buyer), then Buyer may in its sole discretion either (a) accept title to the Property subject to the Title Objections or (b) terminate this Agreement, in which case thereafter neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except to the extent that any such right, obligation or liability set forth herein survives termination of this Agreement per the terms of this Agreement, by operation of law, or otherwise and, any other provision of this Agreement to the contrary notwithstanding, the deposit will be promptly returned to Buyer.

c. If Seller determines, in Seller's sole discretion, that it is not economically feasible to cure any Title Objections then Seller may provide written notice of such to Buyer ("Seller's Election Not to Cure Title Objections"). Buyer shall have ten (10) days following receipt of Seller's Election Not to Cure Title Objections to provide written notice to Seller that Buyer elects to treat any such Title Objections as Permitted Exceptions without abatement in the Purchase Price and to proceed to Closing pursuant the terms of this Agreement ("Buyer's Election to Proceed to Closing Despite Title Objections"). In the event Buyer does not provide to

Seller by the deadline state above the Buyer's Election to Proceed to Closing Despite Title Objections, then Seller may at any time thereafter, at its sole discretion, terminate this Agreement, in which case thereafter neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except to the extent that any such right, obligation or liability set forth herein survives termination of this Agreement per the terms of this Agreement, by operation of law, or otherwise and, any other provision of this Agreement to the Contrary notwithstanding, the deposit will be promptly returned to Buyer.

5. **CLOSING**: This transaction will be closed (the "Closing") no later than five o'clock P.M. on the 14th day of May, 2021 at Southwest Abstract (the "Title Company"), 902 D Ave., Lawton, Oklahoma, 73501. Time is of the essence, and the Closing shall not be extended except by written consent of the Buyer. Possession of the Property shall be delivered to Buyer upon Closing. Subject to the prior approval of the Buyer, which shall not be unreasonably withheld, the following items will be executed and delivered at Closing:

a. **Special Warranty Deed**. Seller will convey the Property, together with any easements appurtenant thereto or otherwise described as a portion of the Property, to Buyer by a special warranty deed, free and clear of all liens, restrictions, encroachments, easements, charges and encumbrances, except: (1) ad valorem real property taxes for the calendar year of sale (to be prorated as of the Closing date), and (2) all such other matters of record except for such items that Seller is obligated to cure pursuant to the Title section above (collectively, the "Permitted Exceptions").

b. **Other Documents**. Each of Seller and Buyer will execute and deliver such other documents as are necessary to evidence and effectuate the transaction contemplated hereby including, without limitation, any other instruments reasonably required by the Title Company to consummate the transaction at the Closing.

c. **Releases of Mortgages and Encumbrances**. At or simultaneously with Closing, Seller shall pay in full, or cause the Property to be fully released from, all loans, security interests, mortgages, deeds of trust and other financing owed by Seller and secured by the Property or any part thereof, and shall provide evidence, in form satisfactory to the Title Company of the satisfaction of such indebtedness and release of such lien or encumbrance.

6. **AD VALOREM TAXES:** Ad valorem taxes for the calendar year of Closing will be pro-rated between Buyer and Seller as of the date of the Closing. Seller shall pay Ad valorem taxes for all prior years. Seller's prorated portion of such taxes will be based upon taxes actually assessed for the calendar year of Closing, or if such tax figures are not available, upon the most recently available tax figures. If the Property is part of a larger assessed parcel, such proration will be based upon that proportion of such taxes that the area of the Property bears to the area of the larger assessed parcel with an equitable adjustment for any improvements that affect taxes.

7. **CLOSING COSTS:** All closing costs shall be paid by the Buyer or Seller as follows: The Seller shall pay the costs of bringing the Abstract of Title to date and providing it to Buyer. Buyer shall be responsible for the cost of having the title examined. The closing costs charged by Southwest Abstract Co. shall be paid ½ by Buyer and ½ by Seller.

8. **SELLER'S GENERAL REPRESENTATIONS AND WARRANTIES:**

a. **Title to the Property.** Seller has good, indefeasible, marketable title to the Property in fee simple absolute, that will be, as of Closing, free and clear of any liens, claims, encumbrances, agreements or equitable claims whatsoever, except Permitted Exceptions.

b. **Rights of Possession.** Seller has the exclusive right of occupancy and possession of the Property. No other party whatsoever has any deed, lease, or any other right of occupancy and no person, other than Seller, occupies all or any part of the Property except in each case for matters of record.

c. **Unrecorded Encumbrances.** There are no existing service, maintenance or other agreements related to the maintenance or operation of the Property or any unrecorded easements, covenants, leases or other agreements that encumber the title, use, or ownership of the Property that will be binding on Buyer after Closing.

d. **Debts, Liabilities and Obligations.** Except for debts, liabilities and obligations for which provisions will be made for payment, proration or other adjustment at Closing, all debts, liabilities and obligations arising from the ownership and operation of the Property have been, or will be, paid at Closing.

e. **Solvency of Seller.** To Seller's Knowledge (as defined later herein), there are no attachments, executions, assignments for the benefit of creditors, or voluntary and involuntary

proceedings under the Bankruptcy Code, 11 U.S.C. § *et seq.* or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property. As used in this Agreement, "Sellers Knowledge" shall mean and be limited to the actual knowledge of Seller.

f. Foreign Persons. Seller is not a "Foreign Person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and applicable regulations and no withholding of the Purchase Price or any part thereof is required thereunder.

g. Pending Actions. Seller is not, in any capacity, engaged in any legal action, litigation, arbitration or other proceeding before any court or administrative agency the outcome of which could have a material adverse effect on the Property or the outcome of which could constitute or give rise to a lien against the Property. To Seller's Knowledge, there are no facts or situations that could subject the Property to any such litigation, arbitration or other legal proceeding.

h. Violations. There are no outstanding violations of any laws, statutes, ordinances, rules or regulations with respect to the Property, nor have any notices of any uncorrected violations been received, and any such notices hereafter issued prior to Closing shall be satisfied prior to Closing by Seller at Seller's sole cost and expense.

i. Eminent Domain. To Seller's Knowledge, no eminent domain or similar condemnation proceeding affecting all or any part of the Property is now pending or threatened.

j. Outstanding Contracts. No other party whatsoever has any deed, contract of purchase, option or other conveyance or right of conveyance to the Property.

k. Binding Obligation of Seller. To Seller's Knowledge, there is no fact, combination of facts, agreement or law that would render this Agreement, or any other agreement or instrument contemplated hereby, or any part of them, when executed, illegal, invalid, or otherwise not binding or enforceable against Seller in accordance with its terms.

l. Status Quo. Seller shall not, without the prior written approval of Buyer: (i) make or permit to be made any material changes or alterations to any part of the Property; (ii) enter into any agreement affecting any part of the Property; or (iii) permit any liens, mortgages,

deeds of trust or other encumbrances not currently of record to be placed against, or to affect any part of the Property or title to the Property.

m. Notice of Matters. Seller shall promptly notify Buyer of any material changes that occur with respect to any of the matters set forth in this Section of the Agreement concerning Seller's representations and warranties.

n. Limitations of Seller's Representatives and Warranties. The representations and warranties set forth in this Section of the Agreement and in the documents to be delivered by Seller at Closing shall survive the Closing to the date occurring twelve (12) months after the date of the closing (the "Representation Termination Date"), at which time such representations and warranties shall terminate and be of no further force or effect, except for any claims made in writing to Seller prior to the Representation Termination Date.

9. BUYER'S GENERAL REPRESENTATIONS AND WARRANTIES:

a. Buyer's Authority. Buyer has all requisite power and authority to own its properties and to carry on its business as currently conducted. Buyer has the power and authority to enter into and perform this Agreement and each other agreement or instrument contemplated hereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each other agreement or instrument contemplated hereunder, the consummation of the transactions contemplated hereby and thereby, and the performance of the terms and provisions hereof and thereof to be performed by Buyer have been, or will have been by Closing, duly authorized by all requisite action of Buyer.

b. Binding Obligation of Buyer. There is no fact, combination of facts, agreement or law that would render this Agreement, or any other agreement or instrument contemplated hereby, or any part of them, when executed, illegal, invalid, or otherwise not binding or enforceable against Buyer in accordance with its terms.

10. **CONDITIONS PRECEDENT TO CLOSING:** Any provision herein to the contrary notwithstanding, all obligations of either Buyer or Seller to consummate the sale and

purchase contemplated hereby are further subject to and conditioned upon the satisfaction, at or prior to Closing, of the following conditions precedent:

a. Performance by Seller. Buyer's obligation to purchase shall be conditioned upon the full and complete performance by Seller of each and every agreement, obligation and covenant contained herein to be performed by Seller.

b. Performance by Buyer. Seller's obligation to sell shall be conditioned upon the full and complete performance by Buyer of each and every agreement, obligation and covenant contained herein to be performed by Buyer.

c. Title. Except as approved in writing by Buyer, no encumbrance or title defect will affect the Property other than the Permitted Exceptions.

d. Representations and Warranties. All representations and warranties of Buyer and Seller to the other hereunder will be true as of Closing.

If any condition precedent set forth in this section is not satisfied on or prior to the date set for the Closing, then Buyer shall, on or before the Closing, either: (a) waive such condition and proceed with Closing; or (b) terminate this Agreement, in which event thereafter neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except to the extent that any such right, obligation or liability set forth herein survives termination of this Agreement per the terms of this Agreement, by operation of law, or otherwise and the Escrow Deposit, including all interest earned thereon, shall be promptly returned to Buyer.

11. **RISK OF LOSS**: All risk of loss with respect to the Property will remain with Seller until Closing and delivery of the deed to Buyer. Thereafter, all risk of loss will be on Buyer.

12. **DISPUTES**: This Agreement shall be governed by the laws of the State of Oklahoma without respect to its conflict of laws provisions. Buyer and Seller consent to the exclusive jurisdiction of the District Court of Comanche County, Oklahoma. In the event Buyer or Seller institutes litigation to enforce any provisions hereof, the prevailing party shall be entitled to recover reasonable attorney fees and expenses incurred by the prevailing party in connection

with such dispute, including, but not limited to, fees of expert witnesses, consultants, and similar costs. The obligations of the parties under this section shall survive the termination of this Agreement.

13. **BINDING EFFECT**: This Agreement shall be binding upon the Buyer and Seller, their heirs, personal representatives, devisees, successors, trustees and assigns. This Agreement may be executed in counterparts and facsimile or email signatures shall be binding as originals.

14. **NOTICES**: All notices, requests, instructions and other communications to be given under this Agreement must be given by hand delivery in return for a receipt, certified or registered mail (return receipt requested), or by overnight express service, address to the respective party at the following addresses:

IF TO SELLER:

Brian K. Abasta
609 Park
Lawton, Oklahoma 73501

IF TO BUYER:

Kevin Hime, Superintendent
Independent School District No.8, Comanche County, Oklahoma
P.O. Box 1009
Lawton, Oklahoma 73502

or to such other address as one party may hereafter advise the other of by giving notice as set forth above. Any notice is deemed to have been given and received on the date of hand delivery in return for a receipt or, if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the express service or postal authorities as non-deliverable, as the case may be.

15. **BROKERS**: Buyer and Seller represent and warrant that no real estate broker or other intermediary was or will be involved in this transaction. Each party shall protect, defend, indemnify and save the other party wholly harmless against any loss, liability, cost, or other expense (including reasonable attorney's fees) that may be incurred by the non-breaching party due to a breach of the representation and warranty contained in this section.

16. **SEVERABILITY**: If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.

17. **ENTIRE AGREEMENT**: This writing constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior oral and written understandings, letters of intent, agreements, representations and negotiations related to the subject matter hereof. Any amendments to this Agreement must be in writing signed by both parties. The foregoing shall not be construed to limit a Party's right to unilaterally terminate this Agreement pursuant to the default provisions hereof.

IN WITNESS WHEREOF, Buyer and Seller have hereunto set their hands as of the day and year first above written.

SELLER:

Brian K. Abasta

By: Brian K Abasta

BUYER:

Independent School District No.8,
Comanche County, Oklahoma

By: Kevin Hime
Its: Superintendent, Board of Education

ACKNOWLEDGEMENT OF RECEIPT OF WARRANTY DEED

The undersigned Title Company joins in the execution of this Agreement in its capacity as Escrow Agent for the purpose of acknowledging receipt of the Warranty Deed deposited with it by Seller and agreeing to be bound by the provisions set forth in this Agreement with respect to holding and disbursing the Warranty Deed.

SOUTHWEST ABSTRACT

By: _____

Name: _____

Date: _____

Continuous Strategic Improvement (CSI)

Statement of Understanding

OSSBA agrees to provide the facilitation and the development of a 5-Year Continuous Strategic Improvement Plan and provide 30 printed copies of the plan, a digital scorecard, and a year one plan review. The CSI process is expected to begin July 1, 2021 and will conclude June 30, 2026.

The District agrees to pay \$65,000. The District may pay in full, pay in two equal payments in one fiscal year, or pay in two equal payments in two fiscal years. The first payment will be invoiced within 90 days of signing the 'Statement of Understanding'. The final payment will be invoiced within 30 days of board approval unless the district chooses to pay over two fiscal years. In that case, the final invoice will be dated July 1st. Title II funds, funds from local educational foundations, and/or private funding may be utilized in addition to district funds.

Payment Schedule (Check One)

- ☒ Pay in Full within 90 Days
- ☐ Two Equal Payments in One Fiscal Year
- ☐ Two Equal Payments in Two Fiscal Years

Board President **PATTY NEUWIRTH**

Date

OSSBA CSI Consultant

Date





PROPOSAL

CSI Summary

Little in your community is more precious than the hopes and dreams of its children. As a school district leader, you know communities and policy makers have never had higher expectations for schools as places of learning, as places for discovery and as a safety net. Schools can't and won't achieve those expectations – and make children's hopes and dreams become reality -- by accident. School districts need a vision for the future and a plan to get there. We can help.

Through *For The People: A Vision for Oklahoma Public Education*, public education leaders made recommendations and proposed strategies for propelling education in Oklahoma forward. One of the chief recommendations is that the leaders and community of each district develop work with their stakeholders to develop a united vision for their district. This requires gathering and analyzing data, implementing action plans, and establishing structures and processes for monitoring the progress. Continuous improvement is a process of aligning actions to a district's mission and goals to focus on bringing about incremental betterment of practices and products. With this in mind, the Oklahoma State School Boards Association in collaboration with the K20 Center for Educational and Community Renewal at the University of Oklahoma have developed a stakeholder-driven and data-driven continuous strategic improvement planning process, which can be tailored to fit rural, suburban and urban school districts. This comprehensive process will engage all stakeholder groups to create universal ownership and support for district and school improvement. Highlights of the process include:

- A comprehensive community engagement component to allow stakeholders to have a voice in the Continuous Strategic Improvement process.
- A diverse planning and action team that represents stakeholder groups to develop the plan.
- A facilitated planning process that assists teams in analyzing the strengths and weaknesses of the school district to determine goal areas, performance objectives and measures, initiatives, and action steps.
- A district 5 year strategic plan.
- A process to develop school level implementation plans.
- A year one accountability review of district progress.

As the local policy-making body and as visionary leaders, the role of the school board is critical. Once the Board of Education approves the plan, the role of the board is to monitor, align resources to support the plan, and ensure its implementation.

The entire Continuous Strategic Improvement process will take 8-12 months to complete and is divided into four phases.

Phase I: Engage

Purpose: It is critical to the fidelity and sustainability of public education that educators engage stakeholders in reflective dialogue about the purpose and process of education in a local context to provide input data and ideas for later strategic planning process.

To assist in the development of the district's Continuous Strategic Improvement plan, input from a number of stakeholders will be gathered and analyzed and the question, "Who are we?" will be answered. The following provides a look at each in terms of participating audiences.

- **Stakeholder Community Forums/Focus Groups** - Participants representing the school district, students, parents, and community members will be invited to attend the community forums or focus groups. Board members will recommend participants and additional members will be invited by the district office.
- **Stakeholder Online Survey** – All district, students, parents and community members will be invited to complete an online survey.

Goals of CSI Community Engagement:

- Examine the purpose of education.
- Examine the community role in education.
- Be transparent and inclusive.
- Honor the input citizens gave into the district's CSI initiative.
- Inform citizens about the strategic planning process.
- Build trust and relationships with stakeholder groups.
- Listen to and include voices of various stakeholder groups in the development of the strategic plan.
- Create a proactive rather than reactive process.
- Communicate and demonstrate to all stakeholder groups that the success of the public school system is a shared responsibility between the district, parents, students, and the community.

Phase II: Plan

Purpose: Help districts find a shared sense of purpose and direction, allowing local citizenry to shape the future of their community and the role of their schools within those communities.

A group of 20 to 25 people that represent various stakeholder groups including: school board member, district and/or site leaders, parents, students, and business/community members. These stakeholders will answer the question: Where are we now? Specific outcomes include: analysis of the data, review of the district mission statement, and development of goal areas and performance objectives.

Goals of the planning team meetings:

- Become acquainted with the CSI planning process.
- Use district student achievement, demographic data, perception data, school process data, and community feedback data for the planning and decision-making process.
- Identify the strengths of and challenges facing the district.

- Review the district's mission statement.
- Create goal areas for the district's CSI plan.
- Determine the performance objectives for each goal area.

Phase III: Act

Purpose: Change is needed in public education. Our challenge is identifying which changes will result in transforming education and sustaining our democratic way of life. Transformation of our public schools will require school and community leaders to repurpose and reimagine schooling, not just reform it.

District staff and the board member who serve on the planning team -- as well as several community members with goal area expertise -- will be assembled to answer the question: Where do we want to go? The action teams look at each proposed strategic goal area and performance objectives and will write performance measures and annual targets to answer this question. Additionally, the action teams will examine research to determine specific initiatives and action steps that answer the fourth question of the CSI process: How do we plan to get there?

Goals of the action team meetings:

- Develop the measures, annual targets, initiatives, and actions for the goal areas.
- Create the district's strategy map for the CSI plan.
- Develop a district timeline to meet the goals of the five year CSI district plan.

Phase IV: Achieve

Purpose: Schools need collaborative and innovative workplaces in which teachers and leaders have the capacity to focus on student learning.

The Board of Education will be asked to approve the district's CSI plan. Following board approval, school level teams will review the district CSI plan and participate in a process to develop school-level implementation plans. Additionally, teams will work through a process for each school site to develop a year one plan that will support the implementation of the district's five year strategic plan, completing a site level professional development and resources planning guide and developing a site level monitoring and communications plan. The district then will aggregate this information and develop an annual district professional development plan and align district resources to the plan. Finally, OSSBA and/or K20 facilitators will return to the district after year one implementation to facilitate a year one reflection.

Goals of Achieve:

- Obtain board approval of CSI plan.
- Review district plan with building principals and/or leadership teams.
- Provide a process to develop school-level implementation plans.
- Develop a plan for ongoing transparent communication and monitoring.
- Review progress of year-one benchmark goals and fidelity of the process.

5-YEAR CONTINUOUS STRATEGIC IMPROVEMENT PLAN

I. Introduction

- a. Message from Superintendent
- b. Board of Education
- c. Team Members
- d. District Profile
- e. Timeline of Planning Process

II. Beliefs, Values, Learner Expectations

III. Goal Summaries

IV. Goal Areas

- a. Performance Objectives
 - i. Rationale
- b. Performance Measures
- c. Researched Based Initiatives
- d. Action Steps for Initiatives

V. 5-Year Plan Timeline



Johnny Owens

CONTRACT OF SALE OF REAL ESTATE

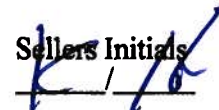
THIS CONTRACT is entered into between **Lawton Public Schools** ("Seller") and **Qing Guo & Jun Xie** ("Buyer's"), upon approval of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. SALE: Seller agrees to sell and convey to Buyer by warranty deed and Buyer agrees to purchase the following described real estate (the "Property") **Stephens Blk 5 Lot 40 Lawton, Oklahoma Comanche County; aka 1431 NW 23rd St.** together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral and water rights owned by Seller unless expressly reserved by Seller in the Contract and excluding mineral rights previously reserved or conveyed of record (collectively referred to as "the Property") thereon, if any, in their present condition, ordinary wear and tear accepted, and including the following personal property: N/A Purchase is "As Is, where-is" and owner warrants nothing. See "Special Conditions" for any exceptions.

2. PURCHASE PRICE: The total purchase price is **\$ 100,000.00** payable by Buyer as follows: **\$1,000.00** upon execution of this Contract, receipt of which is acknowledged by Seller, which is deposited with the **Southwest Abstract** in Lawton Oklahoma and which shall be deposited, pursuant to the Receipt set forth below, in the Title Company's trust or escrow account immediately upon execution of this Contract by Seller and Buyer, as earnest money and part payment of the purchase price; and the balance of the purchase price in cash, cashier's check or certified check upon delivery of the deed (the Closing) unless otherwise provided in paragraph 9, Special Conditions.

3. TITLE: Seller, within 15 days after approval of this offer shall furnish Buyer a current Uniform Commercial Code Search certificate and abstract of title certified at least to the date of this Contract, showing a marketable Title to the Property in Seller, subject only to reasonable utility easements, building restrictions of record, and mortgages specifically mentioned in paragraph 9 hereof, if any. Buyer shall have 10 days after receipt in which to have the abstract examined and furnish Seller, in care of the Listing Broker, notice in writing of any objections hereto. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable. In case of valid objections to the title, Seller shall have 5 days, or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. If such valid objections cannot be satisfied within the time specified in this paragraph, or Seller does not approve this Contract, the earnest money shall be returned to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

Buyer 
03/12/21
4:56 PM EST
dotloop verified

Sellers Initials 



Johnny Owens

4. TAXES AND PRORATIONS: A. The Seller to pay all ad valorem and property taxes prorated to the date of closing (I) all special assessments against the Property upon the date of Closing, whether or not payable in installments; (II) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property upon the date of Closing and (III) the cost of any item of workmanship or material furnished on or prior to the date of Closing which is or may become a lien on the Property. B. Unless otherwise specified in paragraph 9, the following items shall be prorated between the Seller and Buyer as of the date of Closing, whether (I) rents if any; and (II) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year.

5. CONDITION OF PROPERTY: A. Until Closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller, after Closing or transfer of possession, such risk shall be upon Buyer, unless otherwise agreed upon in writing, Buyer, by Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then condition, including fixtures, equipment and appliances shall be deemed to survive the closing.

6. CLOSING: Subject to the provisions of paragraph 3 and subject to the fulfillment of any conditions to the Closing specified in paragraph 9, the Closing shall be held **on or before, April 23rd, 2021**. If there are valid objections to title which require correction, the Closing shall be extended for the time permitted under paragraph 3. At or prior to the Closing, the Seller shall deliver to the Listing Broker a duly executed and acknowledged warranty deed conveying the Property to the Buyer for delivery to the Buyer upon payment of the purchase price. Unless otherwise agreed in writing, possession shall be transferred at closing.

7. BREACH OR FAILURE TO CLOSE: If, after the Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for closing under paragraph 6, the Buyer fails to make the payments or to perform any other obligation of the Buyer under this Contract then all sums theretofore paid on the purchase price shall, at the option of the Seller, be retained as such or as liquidated damages for the breach of this contract by the Buyer. The Seller and Buyer agree that such amount is a reasonable amount for liquidated damages and that it would be impractical and extremely difficult to determine actual damages. In such latter event, the Seller and Buyer agree that the undersigned Broker(s) may retain and shall be paid from such funds one-half of such retained funds, exceeding the agreed commission for services in obtaining this Contract. If the Buyer shall perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer shall be entitled either to cancel and terminate this Contract, return the abstract to Seller, and receive a refund of the earnest money or pursue any other legal remedy.

Buyer Initials 
03/12/21
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dotloop verified

Sellers Initials 



8. **INSPECTIONS:** Seller shall make available to Buyer within 7 days of acceptance of this contract, by both parties, the following items: all lease agreements, a rent schedule, schedule of deposits, the most recent financial report, copies of all written contracts or agreements that affect the property, surveys, environmental reports, site plans, and an inventory of all personal property included in the sale. Buyer shall have 20 days, from acceptance of this contract, in which to inspect the property and complete any and all engineering, zoning, survey, environmental, appraisal, financing, property condition, termite, and/or other feasibility studies Buyer chooses to complete, at Buyer's discretion and all at Buyer's expense, to determine if the property is satisfactory for its intended use by Buyer.

9. **SPECIAL CONDITIONS:**

- A. **Contract is contingent upon a clear title.**
- B. **This is a Cash Offer**
- C. **Abstract, is with Southwest Abstract in Comanche County**
- D. **Seller shall pay all closing costs normally attributed to Seller and Buyer shall pay all closing costs normally attributed to Buyer. Closing fee to be split 50/50 between Buyer and Seller.**
- E. **Seller promises to pay a commission to Cummins-Setters Commercial Partners, LLC according to a prior listing agreement.**
- F. **Buyer requests all furniture, fixtures, and equipment stay with the building.**

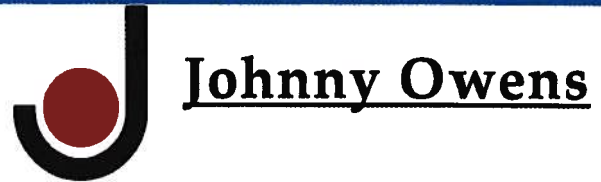
10. **EFFECT:** This Contract is to conform with the laws and statutes of the State of Oklahoma and shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding upon and inure to the benefits of Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended or modified by written agreement signed by Seller and Buyer.

11. It is expressly understood by Seller and Buyer that Listing Broker, Selling Broker, and their affiliated licensees do not warrant the present or future value, size by square footage, zoning, condition, or hazardous material consequences, structure or structure systems of the property and any improvements. Seller and Buyer shall hold the Listing Broker, Selling Broker, and their affiliated licensees harmless in the event of losses, claims or demands by or against Seller or Buyer.

Signature Page Follows

Buyer 
03/12/21
4:56 PM EST
dotloop verified

Sellers Initials

Approved by Buyer: This _____ day of _____.

Approved by Seller: This 29 day of March 2021

BUYER/Qing Guo & Jun Xie

Qing Guo & Jun Xie
dotloop verified
03/12/21 4:56 PM EST
U8RO-BLCU-XWKP-GD4B

By: Qing Guo

By: Jun Xie

Johnny Owens
dotloop verified
03/12/21 3:38 PM CST
ETXX-DPVR-QDOL-AQRR

Selling Agent: Johnny Owens #084935

SELLER/Lawton Public Schools

[Signature]

By: Kevin Hime, Superintendent

PATTY NEUWIRTH, PRESIDENT
LAWTON BOARD OF EDUCATION

Johnny Owens
dotloop verified
03/12/21 3:38 PM CST
HKIN-2KCQ-HZ11-OFGD

Listing Agent: Johnny Owens #084935

Managing Broker: Matt Setters #178409
Cummins-Setters Commercial Partners, LLC

**This is a legal binding contract; if not understood seek the advice of an attorney.
Always Have Your Title Examined by an Experienced Title Attorney.**

Buyer Initials *[Signature]*
03/12/21
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dotloop verified

Sellers Initials *[Signature]*



DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

____ Buyer Brokerage Agreement ____ Listing Brokerage Agreement ____ Option Agreement
____ Sales Agreement ____ IRS 1031 Exchange Agreement ____ Other _____

- 1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:

- 1) Receive all written offer and counteroffers;
- 2) Reduce offers or counteroffers to a written form upon request of any party to a transaction; and
- 3) Present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

- 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
- 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
- 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
- 4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;

I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.



2. **Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.
3. **Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.
4. **Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate. Prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

____ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both parties to the transaction prior to the parties signing this Contract.

Buyer Name (Printed):

Buyer Signature:

Qing Guo & Jun Xie

dotloop verified
03/12/21 4:56 PM EST
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Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

____ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both parties to the transaction prior to the parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.

Seller Name (Printed):

BY-

Seller Signature:

Dated:

March 29, 2021

Page 2 of 2



CONTRACT OF SALE OF REAL ESTATE

THIS CONTRACT is entered into between LPS ("Seller") and Mark Cox ("Buyer"). upon approval of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. SALE: Seller agrees to sell and convey to Buyer by warranty deed and Buyer agrees to purchase the following described real estate (the "Property") GAY'S WEST BLK 32 as described, located at, 102 NW 17th Street, Lawton, Ok., Comanche County, together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral and water rights owned by Seller unless expressly reserved by Seller in the Contract and excluding mineral rights previously reserved or conveyed of record (collectively referred to as "the Property") thereon, if any, in their present condition, ordinary wear and tear accepted, and including the following personal property: N/A

2. PURCHASE PRICE: The total purchase price is \$25,000.00 payable by Buyer as follows: \$ 1,000.00 upon execution of this Contract, receipt of which is acknowledged by Seller, which is deposited with the Southwest Abstract and Title and which shall be deposited, pursuant to the Receipt set forth below, in the Title Company's trust or escrow account immediately upon execution of this Contract by Seller and Buyer), as earnest money and part payment of the purchase price; and the balance of the purchase price will be paid as described in Paragraph 9, Special Conditions, and delivery of the deed (the "Closing"), unless otherwise provided in paragraph 9 hereof.

3. TITLE: Seller, within 15 days after approval of this offer shall furnish Buyer a current Uniform Commercial Code Search certificate and abstract of title certified at least to the date of this Contract, showing a marketable title to the Property in Seller, subject only to reasonable utility easements, building restrictions of record, and Mortgages specifically mentioned in paragraph 9 hereof, if any. Buyer shall have 15 days after receipt in which to have the abstract examined and furnish Seller, in care of the Listing Broker, notice in writing of any objections hereto. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable. In case of valid objections to the title, Seller shall have 30 days, or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. If such valid objections cannot be satisfied within the time specified in this paragraph, or Seller does not approve this Contract, the earnest money shall be returned to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

Buyer's Initials: mc

Seller's Initials: K, /K

3/23/21 Emailed to R. W. D. 1/1



**Cummins-Setters
Commercial Partners LLC**

4. TAXES AND PRORATIONS: A. The Seller to pay all ad valorem and property taxes prorated to the date of closing (I) all special assessments against the Property upon the date of Closing, whether or not payable in installments; (II) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property upon the date of Closing and (III) the cost of any item of workmanship or material furnished on or prior to the date of Closing which is or may become a lien on the Property. B. Unless otherwise specified in paragraph 9, the following items shall be prorated between the Seller and Buyer as of the date of Closing, whether (I) rents if any; and (II) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year.

5. CONDITION OF PROPERTY: A. Until Closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller, after Closing or transfer of possession, such risk shall be upon Buyer, unless otherwise agreed upon in writing, Buyer, by Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then condition, including fixtures, equipment and appliances shall be deemed to survive the closing.

6. CLOSING: Subject to the provisions of paragraph 3 and subject to the fulfillment of any conditions to the Closing specified in paragraph 9, the Closing shall be held on or before, **April 19, 2021**. If there are valid objections to title which require correction, the Closing shall be extended for the time permitted under paragraph 3. At or prior to the Closing, the Seller shall deliver to the Listing Broker a duly executed and acknowledged warranty deed conveying the Property to the Buyer for delivery to the Buyer upon payment of the purchase price. Unless otherwise agreed in writing, possession shall be transferred at closing.

7. BREACH OR FAILURE TO CLOSE: If, after the Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for closing under paragraph 6, the Buyer fails to make the payments or to perform any other obligation of the Buyer under this Contract then all sums theretofore paid on the purchase price shall, at the option of the Seller, be retained as such or as liquidated damages for the breach of this contract by the Buyer. The Seller and Buyer agree that such amount is a reasonable amount for liquidated damages and that it would be impractical and extremely difficult to determine actual damages. In such latter event, the Seller and Buyer agree that the undersigned Broker(s) may retain and shall be paid from such funds one-half of such retained funds, exceeding the agreed commission for services in obtaining this Contract. If the Buyer shall perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer shall be entitled either to cancel and terminate this Contract, return the abstract to Seller, and receive a refund of the earnest money or pursue any other legal remedy.

8. INSPECTIONS: Seller shall make available to Buyer within 14 days of acceptance of this contract, by both parties, the following items: all lease agreements, a rent schedule, schedule of deposits, the most recent financial report, copies of all written contracts or agreements that affect the property, surveys, environmental reports, site plans, and an inventory of all personal property included in the sale. Buyer shall have 30 days, from acceptance of this contract, in which to inspect the property and complete any and all engineering, zoning, survey, environmental, appraisal, financing, property condition, termite, and/or other feasibility studies Buyer chooses to complete, at Buyer's discretion and all at Buyer's expense, to determine if the property is satisfactory for its intended use by Buyer.

Buyer's Initials: mc /

Seller's Initials: JK, H



Cummins-Setters
Commercial Partners LLC

9. SPECIAL CONDITIONS:

- A. Purchase will be all cash, no financing.**
- B. Contingent upon a clear survey and title opinion at Buyers expense.**
- C. Closing to be held at Sovereign Abstract & Title.**
- D. Seller shall pay all closing costs normally attributed to Seller and Buyer shall pay all closing costs normally attributed to Buyer. Closing Fee to be split 50/50 between Buyer and Seller.**
- E. Seller to Convey all Tenant Lease Rights and Income to Buyer upon assignment.**
- F. Buyer accepts the property as-is.**

10. EFFECT: This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding upon and inure to the benefits of Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended or modified by written agreement signed by Seller and Buyer.

11. It is expressly understood by Seller and Buyer that Listing Broker, Selling Broker, and their affiliated licensees do not warrant the present or future value, size by square footage, zoning, condition, or hazardous material consequences, structure or structure systems of the property and any improvements. Seller and Buyer shall hold the Listing Broker, Selling Broker, and their affiliated licensees harmless in the event of losses, claims or demands by or against Seller or Buyer.

Signature Page Follows

Buyer's Initials: mc

Seller's Initials: K, H



Approved by Buyer: This ____ day ____ of 2021. Approved by Seller: This ____ day of ____ 2021

By (Print): Mark Cox

By (Print): KEVIN HIME, SUPERINTENDENT

Authentic: Mark Cox 03/12/2021
By 03/12/2021 4:22:54 PM CST DATE

K H 3/23/21
Seller DATE

**This is a legal binding contract; if not understood seek the advice of an attorney.
Always Have Your Title Examined by an Experienced Title Attorney.**

Authentic: ROBERT S. SMITH
By 3/12/2021 5:46:10 PM CST
R.L. Smith #184260 Sales Associate

PATTY NEUWIRTH, PRESIDENT
LAWTON BOARD OF EDUCATION

Randy Ray
Randy Ray #155865 Broker Associate

Johnny Owens #084935 Broker Associate

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

Buyer's Initials: MC

Seller's Initials: K H



March 30, 2021

Board of Education
Superintendent and Chief Financial Officer
Lawton Independent School District No. 8
Comanche County, Oklahoma
Lawton, Oklahoma

We are pleased to confirm our understanding of the services we are to provide Lawton Independent School District No. 8, Comanche County, Oklahoma for the year ended June 30, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Lawton Independent School District No. 8, Comanche County, Oklahoma as of and for the year ended June 30, 2021 in conformity with accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education, which differ from accounting principles generally accepted in the United States of America.

We have also been engaged to report on supplementary information other than RSI that accompanies Lawton Independent School District No. 8, Comanche County, Oklahoma's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule: General fund and major special revenue funds
- 3) Schedule of expenditures of federal awards.
- 4) Combining nonmajor fund financial statements
- 5) Statement of changes in activity fund subaccounts

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Statement of statutory fidelity and honesty bonds
- 2) Insurance affidavit

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but

remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition
- Management override of controls
- Unauthorized expenditures and improper use of restricted funds

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lawton Independent School District No. 8, Comanche County, Oklahoma's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Lawton Independent School District No. 8, Comanche County, Oklahoma in conformity with accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to an exempt offering document with which Mary E. Johnson & Associates PLLC is not involved, you agree to clearly indicate in the exempt offering document that Mary E. Johnson & Associates PLLC is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting and financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons

for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Mary E. Johnson & Associates PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mary E. Johnson & Associates, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Mary E. Johnson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$39,300. This fee includes three federal programs as major for purposes of complying with the Uniform Guidance. Additional federal programs that are determined to be major, and thus included in the audit scope would be an additional \$2,000 per program. This fee includes compilation of the estimate of needs.

Our invoices for these fees will be rendered as follows as work progresses and are payable on presentation.

25% upon completion of estimate of needs

50% upon completion of fieldwork

25% upon delivery of final report

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

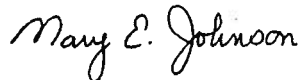
We will issue a written report upon completion of our audit of Lawton Independent School District No. 8, Comanche County, Oklahoma's financial statements. Our report will be addressed to management and the board of education of Lawton Independent School District No. 8, Comanche County, Oklahoma. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We appreciate the opportunity to be of service to Lawton Independent School District No. 8, Comanche County, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Mary E. Johnson & Associates, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Lawton Independent School District No. 8, Comanche County, Oklahoma.

Governance signature : _____

PATTY NEUWIRTH, PRESIDENT

Title: LAWTON BOARD OF EDUCATION

Date: _____

Management signature : _____

Title: _____

Date: _____

HUMAN RESOURCES

Personnel Report

April 6, 2021

The following RESIGNATIONS have been received:

Denotes Retirement**

CERTIFIED

NAME	ASSIGNMENT	END DATE
Akard, Kelly Dawn**	Teacher	05-21-2021
Booth, Ron	Assistant Volleyball Coach	05-21-2021
Boren, Paula	Teacher	05-21-2021
Burton, Mary	Teacher	05-21-2021
Campbell, Patricia**	Assistant Principal	06-30-2021
Comstock, Ashley	Assistant Volleyball Coach	05-21-2021
Daigle, Elizabeth	Head Basketball Coach	03-23-2021
Holmes, Eileen**	Teacher	03-09-2021
Miller, Michael	Head Football Coach	03-23-2021
Morrison, Jasmine	Teacher	05-21-2021
Nungesser, Brett	Teacher	05-21-2021
Riley, Brenda**	Counselor	05-28-2021
Slawson, Jerry**	Counselor	05-28-2021
Slawson, Jerry	Head Boys Track Coach	05-20-2021
Webb, Rhonda Kathy**	Librarian	05-28-2021
Wright, Tabbitha	Teacher	05-21-2021

SUPPORT

NAME	ASSIGNMENT	END DATE
Bentley, Kathy**	Bond Coordinator	06-30-2021
Brown, Tamara	Special Education Teacher Assistant	05-20-2021
Butcher, Sandra**	Library Assistant	05-20-2021
Driggers, Anna	Licensed Practical Nurse	03-26-2021
Duffy, Denise**	Executive Assistant to Superintendent	06-30-2021
Fogelstrom, Travis	Maintenance Engineer	03-09-2021
Graves, Monica	Cafeteria Manager	03-26-2021
Jung, Laura	Cook	02-05-2021
Kosaka-Mendiola, Crystal	School Marshall	04-05-2021
Leuch, Sheila	Library Assistant	05-20-2021
Lewis, Laney	Cook	03-23-2021
Little, Kristi	Secretary	03-26-2021
Looper, Teresa**	Office Manager	06-30-2021
Martin, Tiffany	Teacher Assistant	03-30-2021
Morrison, Brooke	Assistant Girls Basketball Coach	05-20-2021
Morrison, Brooke	Teacher Assistant	05-20-2021
Orndorff, Tommy	Computer Programmer	06-30-2021
Parsons, Tina	Night Custodial Supervisor	03-26-2021
Scruggs, Sharon**	Secretary	05-28-2021
Short, Joseph	Custodian	03-22-2021
Teague, Sara	Traveling Cook	03-08-2021
Welge, Anita	Personal Care Assistant	03-11-2021

The following EMPLOYMENTS are recommended for the 2020-2021 school year:

Denotes currently working on obtaining Oklahoma teaching certificate**

CERTIFIED

NAME	ASSIGNMENT	START DATE
Codopony, Tori**	School Nurse	03-29-2021

SUPPORT

NAME	ASSIGNMENT	START DATE
Binder, Jr., Vernon Carl	Landscape Worker	03-22-2021
Claflin, Victoria	Personal Care Assistant	03-23-2021
Davis, Yolanda	Traveling Cook	03-08-2021
Gutierrez, Yesenia	Sweeper	03-08-2021
Hargrove, Brandy	Licensed Practical Nurse	04-12-2021
Polzin, Maggie Mae	Traveling Cook	03-08-2021
Sigler, Senita	Custodian	03-29-2021
Smith, Chelsea	Personal Care Assistant	03-29-2021

The following employments are recommended for employment during the 2021-2022 school year: Denotes currently working on obtaining standard Oklahoma teaching certificate for FY22*

NAME	ASSIGNMENT	START DATE
Bailey, Debbie	Part-time certified	08-09-2021
Buck, Alicen*	Teacher	08-09-2021
Martinez, Baylee*	Teacher	08-09-2021

The following EXTRA DUTIES have been assigned for the 2020-2021 school year:

NAME	ASSIGNMENT	START DATE
Bausch, Christina	Girl's Golf Coach	03-09-2021
Keith, Sarah	Virtual Teacher	03-01-2021
Wilke, Amber	Head Volleyball Coach	03-05-2021

HUMAN RESOURCES

Personnel Report

April 6, 2021

The following RESIGNATIONS have been received:

Denotes Retirement**

CERTIFIED

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Akard, Kelly Dawn**	Teacher	05-21-2021
Booth, Ron	Assistant Volleyball Coach	05-21-2021
Boren, Paula	Teacher	05-21-2021
Burton, Mary	Teacher	05-21-2021
Campbell, Patricia**	Assistant Principal	06-30-2021
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Morrison, Jasmine	Teacher	05-21-2021
Nungesser, Brett	Teacher	05-21-2021
Riley, Brenda**	Counselor	05-28-2021
Slawson, Jerry**	Counselor	05-28-2021
Slawson, Jerry	Head Boys Track Coach	05-20-2021
Webb, Rhonda Kathy**	Librarian	05-28-2021
Wright, Tabbitha	Teacher	05-21-2021

SUPPORT

NAME	ASSIGNMENT	END DATE
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Brown, Tamara	Special Education Teacher Assistant	05-20-2021
Butcher, Sandra**	Library Assistant	05-20-2021
Driggers, Anna	Licensed Practical Nurse	03-26-2021
Duffy, Denise**	Executive Assistant to Superintendent	06-30-2021
Fogelstrom, Travis	Maintenance Engineer	03-09-2021
Graves, Monica	Cafeteria Manager	03-26-2021
Jung, Laura	Cook	02-05-2021
Kosaka-Mendiola, Crystal	School Marshall	04-05-2021
Leuch, Sheila	Library Assistant	05-20-2021
Lewis, Laney	Cook	03-23-2021
Little, Kristi	Secretary	03-26-2021
Looper, Teresa**	Office Manager	06-30-2021
Martin, Tiffany	Teacher Assistant	03-30-2021
Morrison, Brooke	Assistant Girls Basketball Coach	05-20-2021
Morrison, Brooke	Teacher Assistant	05-20-2021
Orndorff, Tommy	Computer Programmer	06-30-2021
Parsons, Tina	Night Custodial Supervisor	03-26-2021
Scruggs, Sharon**	Secretary	05-28-2021
Short, Joseph	Custodian	03-22-2021
Teague, Sara	Traveling Cook	03-08-2021
Welge, Anita	Personal Care Assistant	03-11-2021

The following EMPLOYMENTS are recommended for the 2020-2021 school year:

Denotes currently working on obtaining Oklahoma teaching certificate**

CERTIFIED

NAME	ASSIGNMENT	START DATE
Codopony, Tori**	School Nurse	03-29-2021

SUPPORT

NAME	ASSIGNMENT	START DATE
Binder, Jr., Vernon Carl	Landscape Worker	03-22-2021
Claflin, Victoria	Personal Care Assistant	03-23-2021
Davis, Yolanda	Traveling Cook	03-08-2021
Gutierrez, Yesenia	Sweeper	03-08-2021
Hargrove, Brandy	Licensed Practical Nurse	04-12-2021
Polzin, Maggie Mae	Traveling Cook	03-08-2021
Sigler, Senita	Custodian	03-29-2021
Smith, Chelsea	Personal Care Assistant	03-29-2021

The following employments are recommended for employment during the 2021-2022 school year: Denotes currently working on obtaining standard Oklahoma teaching certificate for FY22*

NAME	ASSIGNMENT	START DATE
Bailey, Debbie	Part-time certified	08-09-2021
Buck, Alicen*	Teacher	08-09-2021
Martinez, Baylee*	Teacher	08-09-2021

The following EXTRA DUTIES have been assigned for the 2020-2021 school year:

NAME	ASSIGNMENT	START DATE
Bausch, Christina	Girl's Golf Coach	03-09-2021
Keith, Sarah	Virtual Teacher	03-01-2021
Wilke, Amber	Head Volleyball Coach	03-05-2021