#### **AGENDA WITH COMMENTARY - AMENDED**

#### GUTHRIE PUBLIC SCHOOLS BOARD OF EDUCATION REGULAR MONTHLY MEETING 705 EAST OKLAHOMA GUTHRIE, OKLAHOMA

#### MONDAY AUGUST 10, 2020 6:30 P.M.

#### AGENDA:

- 1. Call to Order
- 2. Roll Call
- 3. Establish a Quorum
- 4. Pledge of Allegiance
- 5. Moment of Silence
- 6. Comments to the Board by:
  - A. Citizens registered to speak to the Board
  - **B.** Board Members
- 7. Superintendent's Reports
- 8. <u>Consent Agenda</u>.....Pages 9-33 All of the following items, those items of a routine nature normally approved at Board meetings, will be approved by one vote unless any Board member desires to have a separate vote on any or all of these items. The Consent Agenda consists of the discussion, consideration and action on the following items:
  - A. Minutes of regular meeting held on July 13, 2020
  - B. Minutes of special meeting held on July 28, 2020
  - C. Treasurer's Report
  - D. Activity Fund Fundraisers as per attached list

- E. Encumbrances for General Fund #'s 211-305, Building Fund #'s 43-95, Building Bond 2019 Fund #35, and Activity Fund Reports
- F. Contracts/Agreements under \$10,000.....Page33
  - 1. Contract with Oklahoma Department of Career and Technology for Full-Time Adult Career and Technology Education Programs for 2020-2021

Commentary:

This is our annual contract with Career Tech to continue to offer their programs for the 2020-2021 school year. **Doug Ogle will answer any questions.** 

#### 9. <u>Business Agenda:</u>

A. Recommendation, consideration and action to calculate the 2020-2021 school year by instructional hours...... Pages 34-41

Commentary:

We have done this for the last 10 years. This gives us the freedom to adjust the school calendar based on the number of inclement weather days needed to meet the required 1080 hours. **Doug Ogle will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

B. Recommendation, consideration and action upon authorizing Ms. Jana Wanzer as Authorized representative for the Child Nutrition Program......Page 42

Commentary: This is a yearly required authorization. Michelle Chapple will answer any questions.

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

C. Recommendation, consideration and action upon Memorandum of Understanding between Oklahoma City Community College and Guthrie High School for the dual/concurrent program for 2020-2021.....Pages 43-45

Commentary:

This program is a cooperative partnership with Oklahoma City Community College enabling high school students to earn college credits while completing the requirements for high school graduation. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval

# D. Recommendation, consideration and action upon School Bus Rider's Handbook for 2020-2021.....Pages 46-55

Commentary:

Deletions in the handbook are noted with a strike through and changes or additions are in red. **Doug Ogle will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

E. Recommendation, consideration and action upon School Bus Driver's and Monitor's Handbook for 2020-2021.....Pages 56-80

#### Commentary:

Deletions in the handbook are noted with a strike through and changes or additions are in red. **Doug Ogle will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

F. Recommendation, consideration and action upon agreement with the Board of County Commissioners of Logan County for School Resource Officer provided by Logan County Sheriff's Office for 2020-2021......Pages 81-88

Commentary:

Guthrie Public Schools will pay the Logan County Sheriff's Office for the established cost of a resource officer for the months that school is in session as stated in this agreement. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

G. Recommendation, consideration and action upon agreement with the City of Guthrie for School Resource Officers provided by Guthrie Police Department for 2020-2021......Pages 89-92

Commentary:

Guthrie Public Schools will pay the Guthrie Police Department for the established cost of a resource officers for the months that school is in session as stated in this agreement. The new contract is an increase of \$1,573.92. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

H.Recommendation, consideration and action upon revision to District Policy:<br/>C-15A Service Animals......Pages 93-97

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

I. Recommendation, consideration and action upon revision to District Policy: D-9A Alcohol and Drug Testing for Bus Drivers.....Pages 98-111

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

**RECOMMENDED ACTION:** 

The Superintendent recommends approval.

J. Recommendation, consideration and action upon revision to District Policy: D-37A Support Employee Rules for Conduct......Pages 112-119

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

K. Recommendation, consideration and action upon revision to District Policy: D-45 Felony Record Search Policy.....Pages 120-125

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

L. Recommendation, consideration and action upon revision to District Policy: E-38 Reading Sufficiency Act Testing and Procedures.....Pages 126-130

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

M. Recommendation, consideration and action upon revision to District Policy: F-19 Student Records (FERPA).....Pages 131-144

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval

N. Recommendation, consideration and action upon revision to District Policy: G-9 Use of School Property (Regulations).....Pages 145-150

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

O. Recommendation, consideration and action upon revision to District Policy: G-14 Advertising Policy......Pages 151-152

Commentary: These revisions were recommendations from our legal counsel. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

P. Presentation of proposed new district policy: C-29 Cybersecurity.....Pages 153-154

Commentary: This policy is recommended for ratification following this first reading by our legal counsel.

Dr. Simpson will answer any questions.

# Q. Presentation of proposed new district policy:D-9B Compliance With Regulation Regarding the FMCSA Clearinghouse

Dr. Simpson will answer any questions.

R. Presentation of proposed new district policy: D-50 Teleworking.....Pages 162-164

Commentary: This policy is recommended for ratification following this first reading by our legal counsel.

Dr. Simpson will answer any questions.

#### S. Presentation of proposed new district policy......Page 165 F-11A Emergency Medical Services at District Athletic Events and Activities

Commentary: This policy is recommended for ratification following this first reading by our legal counsel.

**Dr. Simpson will answer any questions** 

T. Agreement with Sheri Fairchild for Psychoeducational Services for 2020-2021

Pages 166-167 Commentary: Ms. Fairchild will provide Special Education evaluations for the 2020-2021 school year and will supplement services provided by the District's school psychologists and psychometrists. During the school year, anytime the number of assessment referrals exceeds the amount our school psychometrist and psychologist can complete in a 45 day period, the additional assessments will be completed by Ms. Fairchild. The fee schedule is provided for you in your packet and will total approximately \$12,000.

Angie Smedley will answer any questions.

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

U. Recommendation, consideration and action upon revision to District Policy: GPS COVID-19 Protocols......Pages 168-175

Commentary: The CDC made one change in their recommendations that are reflected in an update to the protocols effective on July 27, 2020. **Dr. Simpson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

V. Consider and vote to approve a resolution pertaining to the district's \$750,000 General Obligation Building Bonds, Series 2020B; including fixing the amount of bonds to mature each year; fixing the time and place the bonds are to be sold; approving the preliminary official statement and authorizing distribution of same; authorizing the clerk to give notice of said sale as required by law; and approving other matters related to the issuance of bonds.

Commentary: This agenda item is necessary to have the next scheduled bond sale in October, 2020.

Dr. Simpson or Jon Wolff will answer any questions.

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

W. Consider and vote to approve a contract with BancFirst, Oklahoma City, Oklahoma, to serve as registrar and paying agent on the district's \$750,000 General Obligation Building Bonds, Series 2020B......Pages 176-182

Commentary: This agenda item is necessary to have the next scheduled bond sale in October, 2020.

Dr. Simpson or Jon Wolff will answer any questions.

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

X. Consider and vote to approve a contract with Hilborne & Weidman, Tulsa, Oklahoma, to serve as Bond Counsel and Disclosure Counsel on the district's \$750,000 General Obligation Building Bonds, Series 2020B......Pages 183-184

Commentary: This agenda item is necessary to have the next scheduled bond sale in October, 2020.

Dr. Simpson or Jon Wolff will answer any questions.

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

- 10. Proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, 2, 3 and 7
  - A. Vote to go into executive session
  - B. Acknowledge Board's return to open session
  - C. Statement of minutes of executive session

- 11. Vote on action as set out on the Personnel Reports
- 12. Action upon recommendation of extra-duty assignments as listed for 2020-2021
- **13.** Recommendation, consideration and action to accept any resignations offered since the posting of the agenda
- 14. Discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting
- 15. Adjourn

Dr. Mike Simpson Superintendent

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Posted by:\_\_\_\_\_

Date: Time:

Place:\_\_\_\_\_

#### GUTHRIE PUBLIC SCHOOLS BOARD MINUTES REGULAR MEETING JULY 13, 2020

#### MINUTES OF THE GUTHRIE PUBLIC SCHOOLS BOARD OF EDUCATION REGULAR METTING HELD AT 6:30 P.M. AT GUTHRIE JUNIOR HIGH SCHOOL, 705 EAST OKLAHOMA, GUTHRIE, OKLAHOMA ON JULY 13, 2020

Board Members Present:	Jennifer Bennett-Johnson, Gina Davis, Janna Pierson, Ron Plagg, Travis Sallee, Chris Schroder and Tina Smedley
District Level School Officials Present:	Dr. Mike Simpson, Superintendent Doug Ogle, Assistant Superintendent Carmen Walters, Executive Director of Federal Programs/ Elementary Education Michelle Chapple, Chief Financial Officer Angie Smedley, Director of Special Services Cody Thompson, Director of Operations Dee Benson, Director of Technology Kary Jarred, Deputy Minutes Clerk

- 1. The meeting was called to order by President Smedley at 6:30 p.m.
- 2. Members Jennifer Bennett-Johnson, Gina Davis, Janna Pierson, Ron Plagg, Travis Sallee, Chris Schroder and Tina Smedley were present for roll call.
- 3. A quorum was established.
- 4. President Smedley asked everyone present to stand and join her in the Pledge of Allegiance.
- 5. President Smedley asked everyone present to join her in a moment of silence.
- 6. President Smedley called for recommendation, consideration and vote on reorganization of the Board including:
  - A. Election of President
  - **B.** Election of First Vice-President
  - C. Election of Second Vice-President
  - **D.** Election of Board Clerk
  - E. Election of Deputy Board Clerk

A motion was made by Plagg and Seconded by Davis to reorganize the Board as follows:

President: Janna Pierson First Vice-President: Gina Davis Second Vice-President: Jennifer Bennett-Johnson Board Clerk: Travis Sallee **Deputy Board Clerk: Ron Plagg** 

The motion carried with 7 ayes and 0 nays.

Board Members assumed their new positions.

7A. President Pierson asked the Superintendent if there were any citizens registered to speak to the board.

Superintendent Simpson stated that there was one citizen registered to speak to the Board.

Betsy Jones spoke to the Board regarding school opening.

7B. President Pierson called for any comments to the Board by Board members.

There were no comments to the Board by Board members.

8. President Pierson called for the Superintendent's Reports.

Superintendent Simpson reported on the following:

Mr. Todd Bramwell, new principal at Guthrie Junior High School, was introduced.

Announced GHS graduation will be Friday night in Jelsma Stadium. We will begin at 8:00 p.m. All seniors have been notified by letter of the procedures to claim their four tickets. The distribution will be Tuesday through Thursday at the High School from 8:00 a.m. until 4:00 p.m. Families will be asked to social distance and masks are strongly encouraged. Guthrie News Page will livestream the ceremonies for those who cannot attend. We have heard from 151 of our 218 students in the Senior Class. 144 have indicated they plan to participate in the ceremonies, 5 were not sure and 2 declined.

Thanked many of our administrative staff in the IT Department as well as the Curriculum Department for essentially creating an online enrollment process from scratch. They have been testing this process where parents will enroll their child and submit all forms online. They have created a process where we can offer in-person assistance for families lacking internet connectivity or need special assistance in the process. There will be certain bugs that must be worked out but their effort is greatly appreciated.

Reported that with the prospect of potential closure at some time during the school year, State Superintendent Hofmeister announced on Thursday a grant process for acquiring internet hot spots that will use a cell signal to provide internet service. We will be making application to provide such a device to families that lack internet connectivity. He has been in contact with Central Electric Cooperative to explore possibilities where they could provide such a service. This is in their long range plan but will unfortunately not be ready for this school year.

Announced we have a contract for consideration later in the agenda for a secondary solution to provide distance learning for all students in grades 6-12 with Edgenuity. We

have utilized this vendor for many years. The State Department of Education has secured a statewide agreement with Exact Path and we will utilize their services for distance learning in grades K-5.

Reported we are making good progress on our Summer bond projects. We expect the secure entrances and the renovations at Fogarty to be ready for the start of school.

9. President Pierson called for action on the Consent Agenda.

A motion was made by Davis and seconded by Sallee to approve the Consent Agenda.

The motion carried with 7 ayes and 0 nays.

10A. President Pierson called for recommendation, consideration and action upon \$.10 increase for all paid student breakfast and lunch meals.

A motion was made by Smedley and seconded by Bennett-Johnson to approve \$.10 increase for all paid student breakfast and lunch meals.

The motion carried with 7 ayes and 0 nays.

10B. President Pierson called for recommendation, consideration and action to approve Ms. Carmen Walters as the authorized official for GPS to sign any federal claims for reimbursement from the State Department of Education.

A motion was made by Plagg and seconded by Schroder to approve Ms. Carmen Walters as the authorized official for GPS to sign any federal claims for reimbursement from the State Department of Education.

The motion carried with 7 ayes and 0 nays.

10C. President Pierson called for recommendation, consideration and action to approve Ms. Angie (Smedley) Young as the authorized official for GPS to sign any special education reimbursement claims from the State Department of Education for projects 621, 623, 625, 641 and 642.

A motion was made by Schroder and seconded by Smedley to approve Ms. Angie (Smedley) Young as the authorized official for GPS to sign any special education reimbursement claims from the State Department of Education for projects 621, 623, 625, 641 and 642.

The motion carried with 7 ayes and 0 nays.

10D. President Pierson called for recommendation, consideration and action upon Activity Fund Handbook for 2020-2021.

A motion was made by Smedley and seconded by Plagg to approve Activity Fund Handbook for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10E. President Pierson called for recommendation, consideration and action upon Jr. High School Student Handbook for 2020-2021.

A motion was made by Davis and seconded by Bennett-Johnson to approve the Jr. High School Student Handbook for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10F. President Pierson called for recommendation, consideration and action upon Faver Alternative School Student Handbook for 2020-2021.

A motion was made by Smedley and seconded by Sallee to approve the Faver Alternative School Student Handbook for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10G. President Pierson called for recommendation, consideration and action upon Guthrie High School Student Handbook for 2020-2021.

A motion was made by Plagg and seconded by Smedley to approve the Guthrie High School Student Handbook for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10H. President Pierson called for recommendation, consideration and action upon Guthrie High School Course Description Handbook for 2020-2021.

A motion was made by Sallee and seconded by Schroder to approve the Guthrie High School Course Description Handbook for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10I. President Pierson called for recommendation, consideration and action upon Memorandum of Understanding between Meridian Technology Center and Guthrie Public Schools for supplemental funding for Guthrie Middle School Gateway to Technology Programs for 8<sup>th</sup> grade students for 2020-2021.

A motion was made by Davis and seconded by Bennett-Johnson to approve Memorandum of Understanding between Meridian Technology Center and Guthrie Public Schools for supplemental funding for Guthrie Middle School Gateway to Technology Programs for 8<sup>th</sup> grade students for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10J. President Pierson called for recommendation, consideration and action upon loan agreement with Child Nutrition Fund for 2020-2021.

A motion was made by Plagg and seconded by Sallee to approve loan agreement with Child Nutrition Fund for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10K. President Pierson called for recommendation, consideration and action upon agreement with Imperial Vending for snack vending for 2020-2021.

A motion was made by Sallee and seconded by Schroder to approve agreement with Imperial Vending for snack vending for 2020-2021.

The motion carried with 7 ayes and 0 nays.

10L. President Pierson called for recommendation, consideration and action upon agreement with Renaissance Learning, Inc.

**Discussion followed.** 

A motion was made by Schroder and seconded by Sallee to approve the agreement with Renaissance Learning, Inc.

The motion carried with 6 ayes, 1 abstention and 0 nays-Member Davis abstaining.

10M. President Pierson called for recommendation, consideration and action upon renewal agreement with Northwest Evaluation Association.

A motion was made by Smedley and seconded by Sallee to approve the renewal agreement with Northwest Evaluation Association.

The motion carried with 7 ayes and 0 nays.

10N. President Pierson called for recommendation, consideration and action upon Edgenuity Virtual Classroom for 2020-2021.

**Discussion followed.** 

A motion was made by Davis and seconded by Bennett-Johnson to approve Edgenuity Virtual Classroom for 2020-2021.

The motion carried with 7 ayes and 0 nays.

100. President Pierson called for recommendation, consideration and action upon agreement with Follett School Solutions, Inc. for library inventory software for 2020-2021.

A motion was made by Smedley and seconded by Bennett-Johnson to approve agreement with Follett School Solutions, Inc. for library inventory software for 2020-2021.

**Discussion followed.** 

The motion carried with 7 ayes and 0 nays.

10P. President Pierson called for agreement with Betsy Chen, BCBA of BC Behavioral LLC, to provide specialized services relating to the provision of educational and behavioral services for students for 2020-2021.

A motion was made by Schroder and seconded by Sallee to approve the agreement with Betsy Chen, BCBA of BC Behavior LLC, to provide specialized services relating to the provision of educational and behavioral services for students for 2020-2021.

**Discussion followed.** 

The motion carried with 7 ayes and 0 nays.

10Q. President Pierson called for recommendation, consideration and vote to implement the COVID-19 Guidelines as submitted and to authorize the Superintendent to make such modifications as may be necessary from time to time provided that any material modification shall be reviewed by the Board of Education at its next meeting.

**Discussion followed.** 

A motion was made by Schroder and seconded by Sallee to implement the COVID-19 Guidelines as submitted and to authorize the Superintendent to make such modifications as may be necessary from time to time provided that any material modification shall be reviewed by the Board of Education at its next meeting.

The motion carried with 7 ayes and 0 nays.

- 11. President Pierson called for proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports and teacher negotiations for 2020-2021 disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, 2 and 7.
- 11A. A motion was made by Smedley and seconded by Plagg to go into executive session.

The motion carried with 7 ayes and 0 nays. Executive session began at 7:36 p.m.

- 11B. President Pierson acknowledged the board's return to open session at 8:13 p.m.
- 11C. President Pierson stated that in executive session the following people were present: Jennifer Bennett-Johnson, Gina Davis, Janna Pierson, Ron Plagg, Travis Sallee, Chris Schroder, Tina Smedley and Dr. Mike Simpson. Only those items listed in agenda item 11 were discussed and no votes were taken.
- 12. President Pierson called for vote on action as set out on the Personnel Reports.

A motion was made by Plagg and seconded by Smedley to approve action as set out on the Personnel Reports.

The motion carried with 7 ayes and 0 nays.

**13.** President Pierson called for recommendation, consideration and action to accept any resignations offered since the posting of the agenda.

Superintendent Simpson stated there were no resignations offered since the posting of the agenda.

14. President Pierson called for discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting.

Superintendent Simpson stated there was no new business.

15. A motion was made by Smedley and seconded by Sallee to adjourn the meeting.

The motion carried with 7 ayes and 0 nays.

The meeting adjourned at 8:14 p.m.

Jana Frey, Minutes Clerk

Janna Pierson, Board President

#### GUTHRIE PUBLIC SCHOOLS BOARD MINUTES SPECIAL MEETING JULY 28, 2020

#### MINUTES OF THE GUTHRIE PUBLIC SCHOOLS BOARD OF EDUCATION SPECIAL MEETING HELD AT 6:00 P.M. CONDUCTED THROUGH VIDEOCONFERENCE ON JULY 28, 2020

Board Members Present:	Jennifer Bennett-Johnson, Gina Davis, Janna Pierson, Travis Sallee, Chris Schroder and Tina Smedley
Board Member Absent:	Ron Plagg
District Level School Officials Present:	Dr. Mike Simpson, Superintendent Doug Ogle, Assistant Superintendent Carmen Walters, Executive Director of Federal Programs Michelle Chapple, Chief Executive Officer Cody Thompson, Director of Operations Dee Benson, Director of Technology Susan Cox, Director of Child Nutrition

- 1. The meeting was called to order by President Pierson at 6:00 p.m.
- 2. Members Jennifer Bennett-Johnson, Gina Davis, Janna Pierson, Travis Sallee, Chris Schroder and Tina Smedley were present for roll call.

Member Ron Plagg was not present for roll call.

- 3. A quorum was established.
- 4. President Pierson asked everyone present to stand and join her in the Pledge of Allegiance.
- 5. President Pierson asked everyone present to join her in a Moment of Silence.
- 6. President Pierson called for discussion, consideration and vote to adopt a Resolution approving a Lease-Purchase Agreement with Innovative Mechanical, LLC for the lease purchase of two HVAC Chillers to be located at the District's Junior High School and at the GUES School and authorizing the Superintendent to execute and deliver the Lease-Purchase Agreement and all related documentation and to take all actions necessary to complete the transaction.

**Discussion followed.** 

A motion was made by Davis and seconded by Bennett-Johnson to approve a Lease-Purchase Agreement with Innovative Mechanical, LLC for the lease purchase of two HVAC Chillers to be located at the District's Junior High School and at the GUES School and authorizing the Superintendent to execute and deliver the Lease-Purchase Agreement and all related documentation and to take all actions necessary to complete the transaction.

The motion carried with 6 ayes and 0 nays.

7. President Pierson called for proposed executive session to discuss an appointment for assistant principal at Guthrie Junior High School as authorized by 25 OKLA. STAT. Section 307 (B) 1.

There was no motion made, therefore there was no executive session.

8. President Pierson called for recommendation, consideration and action to hire an assistant principal at Guthrie Junior High School for 2020-2021.

Superintendent Simpson recommended Shane Robinson be hired as assistant principal for Guthrie Junior High School for 2020-2021.

A motion was made by Schroder and seconded by Smedley to hire Shane Robinson as assistant principal at Guthrie Junior High School for 2020-2021.

The motion carried with 6 ayes and 0 nays.

9. A motion was made by Bennett-Johnson and seconded by Davis to adjourn the meeting.

The motion carried with 6 ayes and 0 nays.

The meeting adjourned at 6:11 p.m.

Jana Frey, Minutes Clerk

Janna Pierson, Board President

## TREASURER'S REPORT JULY 31, 2020

## BANK BALANCES

## FARMERS & MERCHANTS

General Fund	3,766,280.79
<b>Building Fund</b>	483,654.43
Sinking Fund	1,106,474.42
ILR Fund	47,240.00
G&E Fund	20,247.60
Child Nutrition Fund	88,431.83
Activity Fund	489,657.82
School Age-Care Fund	75,619.14
Bond Fund _	1,263,917.72

### TOTAL

\$ 7,341,523.75

## RECEIPTS

GENERAL FUND:		SINKING	FUND:
Logan County	67,313.87	Logan County	\$10,011.80
State of Oklahoma			
Okla. Tax Comm.	148,026.82		
School Land Earn.	and Earn. 80,626.83 CHILD NUTRITION FUND:		'ION FUND:
R.O.T.C.	6,534.29	Local	163.75
Federal Programs	570,884.61	State	
Misc Receipts	8,879.90	Federal	24,935.05
Correcting Entry(-)		TOTAL	\$25,098.80
General Acct. Int.	3,132.80		
Minus (-) Bank Fees	77.17	INS.LOSS RECOVERY FUND:	
TOTAL	\$885,321.95		
BUILDING FUND		BOND FUND:	
Logan County	3,190.81	Interest	234.26
Bldg. for Champs	20.00	Bank Fees	<u>(-)</u> 9.85
TOTAL	\$3,210.81	TOTAL	\$224.41

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## WARRANTS PAID

GENERAL FUND:		
2019-2020	\$662,084.48	
2020-2021	\$586,864.19	

GIFTS & ENDOWMENTS FUND: 2019-2020 2020-2021

INS. LOSS RECOVERY FUND: 2019-2020 2020-2021

BUILDING FUND: 2019-2020 \$82.461.19

	$\psi_{02}, \psi_{111}$
2020-2021	\$13,442.55

CHILD NUTRI	TION FUND:
2019-2020	\$41,828.18
2020-2021	\$10,109.19

BOND FUND: 2019-2020 \$3,488.16 2020-2021

#### **TOTAL MONIES IN F&M BANK** \$ 7,341,523.75

PLEDGED – FDIC	\$	250,000.00
-		950,000.00
PLEDGED – F&M BANK	X \$ 9,	950,0

19-10

# GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST As of 8/01/2020

- 1. Transportation, 934 Vending (Snacks/Drinks) for staff
- 2. Link Crew, 858 Organization dues
- 3. Key Club, 889 Organization dues

	NECEIVEN
	JUL 1 5 2020
E	BY apaul

Request Date:       7/1/2020       Site:       Transportation       Unobligated Account Balance:       \$2565.88         Account Name:       Transportation       Account Number:       934	
select One: Soliciting in School Only Soliciting in school & community Only	
Cardvies, Jap Cream, Ban Carp, Small Bizzan, brookfast	aandwichoo
Jescribe the fundraiser to be conducted (items sold/activity planned, etc.)	sanuwiches
Sodas, juice, various candies, cookies and chips	

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/caulculator/

Does the fundraiser have food items? Yes 🕑 No 🕖 If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen (14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) Cookies, Ice Cream, Pop Corn, Small Pizzas, breakfast sandwiches Sodas, juice, various candies, cookies and chips

Manufacturer: Various

Purpose for which funds will be used: Funds are used to purchase flowers for ill or bereaved employees. Funds also cover end of the year awards and other luncheons

Name/Address of Vendor: Walmart/ Sam's

Items to be purchased in order to conduct the fundraiser: Cookies, Ice Cream, Pop Corn, Small Pizzas, breakfast sandwiches Sodas, juice, various candies, cookies and chips

Estimated INCOME: 5000.00	Fundraiser start date: 7/8/2020
Less Estimated EXPENSES: 3000.00	
Estimated PROFIT: 2000.00	Fundraiser end date: 6-30-2021

I understand that when fundraiser is completed and after Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser.

What will happen to any items that are not sold? Sold the following year or disposed due to expiration date Are

school district facilities required? if yes a facility use permit must be comp	leted.	
Sponsor Signature: Build	Date:	7-14-2020
Principal's Signature:	Date:	1-14-2020
Athletic Director's Signature (if applicable):	Date:	

Board of Education Approval Date: AF Fundraiser Request 12/2017

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<b>U</b> •	a School Only O Soliciting in school & community Only Community Only
select One: Soliciting ir	n School Only O Soliciting in school & community Ocommunity Only
Jescribe the fundraiser to be cor	nducted (items sold/activity planned, etc.) Organizational Dues
tandards that went into effect a tandards: https://foodplanner.h	e being <u>sold to students during the school day</u> , they <b>must</b> meet the Smart Snacks in Schools nutritional cross the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these healthiergeneration.org/caulculator/ ems? Yes No O If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, the
Does the fundraiser have food ite you must certify all below:	ems? Yes 🔾 No 💽 If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, the
	This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
	This fundraiser will not operate for more than fourteen (14) days in total. The individual or organization will provide documentation to the school of the food products sold to the
	students during the school day, which is defined as midnight to thirty (30) minutes after school ends.
any fundraising events by organi	midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to zations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends yents. Standards and exemptions are in accordance with <u>Oklahoma State Administration Code 210:10-3-112.</u>
Type of Food or Beverage: (Exam	ple: candy, cookie dough, cakes, pies)
Manufacturer:	Tel Maria a contrativa a const
	used: t-shirts, activities, etc.
	used: t-shirts, activities, etc.
Purpose for which funds will be u	used: t-shirts, activities, etc.
Purpose for which funds will be u	Jsed:
	o conduct the fundraiser:
Purpose for which funds will be u	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO I understand that when fundraise days of the close of the fundraise	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO I understand that when fundrais days of the close of the fundrais What will happen to any items th	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO I understand that when fundrais days of the close of the fundraise What will happen to any items th school district facilities required	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO I understand that when fundraise days of the close of the fundraise What will happen to any items the school district facilities required Sponsor Signature:	o conduct the fundraiser:
Purpose for which funds will be a Name/Address of Vendor: Items to be purchased in order to Estimated INCOME Less Estimated EXPENSE Estimated PRO I understand that when fundraise days of the close of the fundraise days of the close of the fundraise by the close of the fundraise that will happen to any items the school district facilities required Sponsor Signature:	o conduct the fundraiser:

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Request Date: 7/2	20/2020 Sit	e: High School	Unobligated	Account Balance:	301.20 482.
Account Name:	key Club			Number: 889	
Select One:	Soliciting in School Onl	y O Soliciting in so ms sold/activity planned,	chool & community etc.) Organization	Ocommunity C nal Dues	Dnly
standards that wer	0	ountry July 1st, 2014. You	<u>chool day</u> , they <b>must</b> mee I may use the Smart Snack		
Does the fundraise you must certify al	r have food items? Yes 🕻 I below:	No 💽 If "Yes" at	nd you wish to be exempti	on the "Smart Snack	ks in School" standards, the
		iser will not operate on th I snacks are being served.	ne school campus during th	e times school break	kfasts, lunches, dinners or
			nore than fourteen (14) day		
	<ul> <li>The individu</li> </ul>		ovide documentation to th		
any fundraising evo and at off-campus Type of Food or Be  Manufacturer:	students du dards begin at midnight of ents by organizations on s fundraising events. Stand everage: (Example: candy,	the school day and end t chool property. These sta lards and exemptions are cookie dough, cakes, pies	h is defined as midnight to chirty (30) minutes after th andards do not apply thirt in accordance with <u>Oklah</u> s) Ocal and nationa	e school day ends. y (30) minutes after oma State Administ	These standards apply to school ends, on weekends tration Code 210:10-3-112.
any fundraising ev and at off-campus Type of Food or Be Manufacturer: Purpose for which	students du dards begin at midnight of ents by organizations on s fundraising events. Stand werage: (Example: candy, funds will be used:	the school day and end t chool property. These sta lards and exemptions are cookie dough, cakes, pies	hirty (30) minutes after th andards do not apply thirt in accordance with <u>Oklah</u> 5)	e school day ends. y (30) minutes after oma State Administ	These standards apply to school ends, on weekends tration Code 210:10-3-112.
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**Options:** Year: 2020-2021, Fund: GEN FUND-FOR OP, Date Range: 7/1/2020 - 8/3/2020, PO Range: 211 - 305

PO No	Date	Vendor No	Vendor	Description	Amount
211	07/07/2020	42632	AAA PLAYGROUNDS	TSET GRANT	7,500.00
212	07/06/2020	44170	THOMAS BRENTON MALOY	RECOVERING AND REPAIR OF BUS SEATS	2,460.00
213	07/06/2020	16611	PENSKE COMMERCIAL VEHICLES, US, LLC	FAN CLUTCHES PER QUOTE 274204	1,938.38
214	07/06/2020	44087	GOOLSBEE TIRE SERVICE INC	TIRES FOR BUS FLEET	2,725.00
215	07/06/2020	17289	A-1 RADIATOR SERVICE, INC.	NEW RADIATOR AND REPAIRS TO 2 RADIATORS	1,888.00
216	07/08/2020	12922	OK ST EMPLOYEES GROUP INS	EMPLOYEE INSURANCE FEES	615.90
217	07/08/2020	42884	LOYAL SUPPLY, INC.	VARIOUS PARTS FOR BUS AND WHITE FLEET	1,382.34
218	07/08/2020	12324	LOCKE SUPPLY CO.	PARTS & SUPPLIES	500.00
219	07/08/2020	12682	MIDWEST BUS SALES, INC.	BRAKE SENSORS FOR BUSES	322.16
220	07/08/2020	17549	SCHOOLDUDE.COM, INC.	SOFTWARE USAGE-TRIP DIRECT	2,546.49
221	07/07/2020	16819	CEV MULTIMEDIA, LTD.	ONLINE CURRICULUM FOR AG DEPARTMENT	1,000.00
222	07/07/2020	12910	OFFICE DEPOT, INC.	TEACHER SUPPLIES	150.00
223	07/06/2020	15994	AMAZON CAPITAL SERVICES	2020-2021 CLASSROOM SUPPLIES	150.00
224	07/06/2020	15994	AMAZON CAPITAL SERVICES	2020-2021 CLASSROOM SUPPLIES	150.00
225	07/06/2020	15994	AMAZON CAPITAL SERVICES	2020-2021 CLASSROOM SUPPLIES	150.00
226	07/06/2020	15994	AMAZON CAPITAL SERVICES	2020-2021 CLASSROOM SUPPLIES	150.00
227	07/09/2020	15994	AMAZON CAPITAL SERVICES	WOODARD 150 CLASS SUPPLIES	149.64
228	07/09/2020	13229	QUILL CORPORATION	\$150.00 CLASSROOM SUPPLIES	150.00
229	07/06/2020	12993	ARCHWAY TEXTBOOK DEPOSITORY	2020-2021 TEXTBOOK #2	38,609.02
230	07/13/2020	44365	JAMES A. POE	GRADUATION SECURITY	60.00
231	07/13/2020	81969	JASON DALE TAUER	GRADUATION SECURITY	60.00
232	07/13/2020	11512	RICKY L MORALES	GRADUATION SECURITY	60.00
233	07/13/2020	10599	STATE OF OKLAHOMA	REGISTRATION FOR OKLAHOMA STATE SUMMIT	75.00
234	07/15/2020	14207	WALMART COMMUNITY	SUPPLIES FOR BUSES AND OFFICE	2,000.00
235	07/15/2020	15994	AMAZON CAPITAL SERVICES	COMPUTER KEYBOARD	48.99
236	07/15/2020	43886	3D E-CONSULTING GROUP, LLC	TABLETS AND DOCKING STATIONS W/ EZROUTING PROGRAM	4,600.00
237	07/15/2020	10078	MB OKC LLC	48 yards red select infield mix (softball)	2,800.00
238	07/14/2020	44547	HERITAGE CUSTOMS DIESEL CHROME LLC	55 GALLON DRUM OF 50/50 GREEN COOLANT	637.12
239	07/14/2020	44547	HERITAGE CUSTOMS DIESEL CHROME LLC	FINAL CHARGE GLOBAL 50/50 RED COOLANT 55 GALLONS	689.23
240	07/13/2020	12686	LOREN L JONES	BUS SAFETY & DISCIPLINE CITATION	350.00
241	07/12/2020	15994	AMAZON CAPITAL SERVICES	TEACHER 150.00 CLASSROOM SUPPLIES-LAUREN OWEN	149.94
242	07/15/2020	17916	ADVANCED MEDICAL EQUIPMENT LLC	IHEALTH TOUCHLESS THERMOMETER	384.00
243	07/15/2020	17987	EDGENUITY	DIGITAL LEARNING LICENSES	40,000.00
244	07/15/2020	15124	COOPERATIVE COUNCIL FOR OKLAHOMA	EMERGING LEADERS ACADEMY	600.00
				FOR D. OGLE	

#### Purchase Order Register

**Options:** Year: 2020-2021, Fund: GEN FUND-FOR OP, Date Range: 7/1/2020 - 8/3/2020, PO Range: 211 - 305

•			I FUND-FOR OP, Date Range: //1/202		
<b>PO No</b> 245	<b>Date</b> 07/16/2020	Vendor No 17810	Vendor LEARNING SCIENCES INTERNATIONAL	Description MARZANO EVAL. TRAINING	<b>Amount</b> 359.00
245 246	07/06/2020	16371		VISION SOFTWARE-TECHNOLOGY	
240 247	07/16/2020		TWOTREES TECHNOLOGIES, LLC		1,440.00 3,992.00
247	07/13/2020	44380 16841	SCHOOL SAFE ID, LLC OK ASSOC OF CAREER & TECH	SCHOOL SAFE ID LICENSE ACTE SUMMER CONFERENCE	5,992.00 75.00
			EDUCATION	REGISTRATION-JESSICA MAKER	
249	07/13/2020	15994	AMAZON CAPITAL SERVICES	SHIPLAP WALL SUPPLIES	212.26
250	07/14/2020	43966	TINA RAMEY	CONTRACT SPEECH SVCS FOR ESY	1,500.00
251	07/20/2020	44494	LAZEL, INC.	ONLINE CURRICULUM	577.25
252	07/20/2020	17909	DJC HOLDINGS, LLC	CURRICULUM	2,236.77
253	07/20/2020	17078	READ NATURALLY, INC.	CURRICULUM	2,862.00
254	07/13/2020	44267	BLUE BEACON INTERNATIONAL, INC.	WASH FOR AG TRUCKS AND TRAILERS	300.00
255	07/15/2020	44147	OUTBACK LABS, LLC	SHOW EQUIPMENT AND SUPPLIES FOR AG PROGRAM	600.00
256	07/16/2020	11933	JOHN VANCE MOTORS, INC.	TAILGATE COVER	100.00
257	07/20/2020	44195	DHE COMPUTER SYSTEMS, LLC	LENOVO 300e	85,047.00
258	07/08/2020	15994	AMAZON CAPITAL SERVICES	CP: SEWING MACHINES X 4	479.96
259	07/08/2020	44269	VIVACITY TECH PBC	CP: CHARGING CART FOR CHROMEBOOKS	499.99
260	07/08/2020	40775	APPLE STORE	CP: APPLE iPADS X3	1,197.00
261	07/08/2020	44195	DHE COMPUTER SYSTEMS, LLC	CP: CHROMEBOOKS X6	1,725.84
262	07/08/2020	10599	STATE OF OKLAHOMA	CP: WORKSHOP REGISTRATION FOR KB, CW, MN	75.00
263	07/08/2020	15994	AMAZON CAPITAL SERVICES	CP: SPEAKER & KNIVES	93.89
264	07/08/2020	14207	WALMART COMMUNITY	CP: SEWING TABLES X4	812.00
265	07/08/2020	44088	REPRODUCTION ENTERPRISES, INC.	CP: ULTRASOUND TRAINING	600.00
266	07/08/2020	44214	TROXELL COMMUNICATIONS, INC.	CP: CRAFTBOT PRINTER & REFILLS	2,000.00
267	07/08/2020	44214	TROXELL COMMUNICATIONS, INC.	CP: CRAFTBOT & REFILLS	1,725.00
268	07/08/2020	44549	REALITYWORKS, INC	CP: PREGNANCY AND INFANT SIMULATORS	1,908.00
269	07/08/2020	82228	KRISTI KATHRYN BLAKEMORE	CP: MILEAGE STIPEND	90.00
270	07/16/2020	17900	NORTHWEST EVALUATION ASSOCIATION	N GENERAL FUND: MAP TESTING + SCIENCE	6,125.00
271	07/17/2020	42992	PALEN MUSIC CENTER, INC.	INSTRUMENT REPAIR AND INSTRUMENTS	1,600.00
272	07/17/2020	17398	EDMOND MUSIC, INC.	INSTRUMENTS AND INSTRUMENT REPAIR	2,900.00
273	07/21/2020	17961	NCS PEARSON, INC.	PSYCH TESTING SUPPLIES	400.00
274	07/21/2020	44428	RIVERSIDE ASSESSMENTS, LLC	PSYCH TESTING SUPPLIES	580.43
275	07/21/2020	14230	MANSON WESTERN CORPORATION	PSYCH TESTING MATERIALS	305.00
276	07/21/2020	40775	APPLE STORE	IPADS FOR CLASSROOM USE	5,880.00
277	07/20/2020	11933	JOHN VANCE MOTORS, INC.	SEAT CUSHION FOR TRUCK 63	343.47
278	07/21/2020	44547	HERITAGE CUSTOMS DIESEL CHROME LLC	6 AIR BAGS FOR 2011 TO PRESENT BUSES	600.00
279	07/21/2020	42234	CHALK'S TRUCK PARTS, INC.	LED CLEAR LAMP 2 DIODE W/PIGTAIL QUOTE 999351/1	106.50
280	07/21/2020	44547	HERITAGE CUSTOMS DIESEL CHROME LLC	FLEX PLATE BUS 21	395.00 <b>25</b>

#### **Options:** Year: 2020-2021, Fund: GEN FUND-FOR OP, Date Range: 7/1/2020 - 8/3/2020, PO Range: 211 - 305

PO No	Date	Vendor No	Vendor	Description	Amount
281	07/23/2020	41388	CITIBANK\TRACTOR SUPPLY CREDIT PLAN	SUPPLIES/MATERIALS AG PROGRAM	0.00
282	07/23/2020	43821	TEACHER SYNERGY, LLC	CLASSROOM SUPPLIES-SHAROLYN LEGRANDE-JR.HIGH	112.25
283	07/23/2020	15994	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES-SHAROLYN LEGRANDE-JR. HIGH	37.75
284	07/23/2020	44483	KEVIN L COLLIN REPAIR TO TRUCK 63		140.00
285	07/23/2020	12682	MIDWEST BUS SALES, INC. INDICATOR KIT BUSES		144.66
286	07/23/2020	12682	MIDWEST BUS SALES, INC.	EXHAUST TUBES AND CLAMPS FOR BUSES	1,753.76
287	07/23/2020	12682	MIDWEST BUS SALES, INC.	JUMPER KIT BYPASS POWERPACK, STROBE LED CL LIGHTS	650.04
288	07/24/2020	43580	DIGI SECURITY SYSTEMS LLC	BOND PROJECTS - SECURE ENTRIES	0.00
289	07/27/2020	17987	EDGENUITY	P/D WEBINAR TRAINING	8,000.00
290	07/27/2020	42234	CHALK'S TRUCK PARTS, INC.	ISOLATORS FOR BUSES	218.00
291	07/23/2020	14207	WALMART COMMUNITY	CLASSROOM AND CLEANING SUPPLIES-ANGIE SIMONTON	150.00
292	07/23/2020	14280	WILLOBY'S FEED AND OUTFITTERS, LLC	SUPPLIES AND MATERIALS FOR AG PROGRAM	350.00
293	07/23/2020	41388	CITIBANK\TRACTOR SUPPLY CREDIT PLAN	SUPPLIES AND MATERIALS FOR AG PROGRAM	350.00
294	07/27/2020	12682	MIDWEST BUS SALES, INC.	CABLE AND SPRING CBL EXTENSION	61.98
295	07/27/2020	42234	CHALK'S TRUCK PARTS, INC.	PARTS FOR BUS FLEET DECALS MIRRORS LIGHTS	1,507.44
296	07/27/2020	10234	MAKER'S GLASS, INC.	BUS DRIVER SNEEZE GUARDS	3,800.00
297	07/20/2020	15929	RENAISSANCE LEARNING, INC.	GENERAL FUND: STAR 360 TESTING	23,476.86
298	07/21/2020	15994	AMAZON CAPITAL SERVICES	\$150 CLASSROOM SUPPLIES- EMILY MARSH-C. OAK	149.01
299	07/13/2020	12171	LAKESHORE LEARNING MATERIALS	TEACHER \$150 CLASSROOM SUPPLIES-ELIZABETH DAVIS	129.96
300	07/28/2020	44186	DOUBLE T ENTERPRISES, LLC	BATTERIES FOR BUSES	1,000.00
301	07/28/2020	12993	ARCHWAY TEXTBOOK DEPOSITORY	2020-2021 ADDITIONAL TEXTBOOKS	2,978.49
302	08/03/2020	44555	PINNACLE BUSINESS SYSTEMS, INC	DISTRICT PORTION OF ERATE	54,452.97
303	08/03/2020	12993	ARCHWAY TEXTBOOK DEPOSITORY	WRITE SOURCE TEXTBOOKS	14,161.11
304	08/03/2020	14207	WALMART COMMUNITY	OFFICE SUPPLIES-FOGARTY	50.00
305	08/03/2020	44269	VIVACITY TECH PBC	CHROMEBOOK CASES	6,000.00
			Non-	-Payroll Total:	\$364,468.85
				Payroll Total:	\$0.00
				Report Total:	\$364,468.85

#### Purchase Order Register

**Options:** Year: 2020-2021, Fund: Building, Date Range: 7/1/2020 - 8/3/2020, PO Range: 43 - 95

PO No	Date	Vendor No	ding, Date Range: 7/1/2020 - 8/3/20 Vendor	Description	A m a
<b>PU NO</b> 43	07/06/2020	43883	UNITED REFRIGERATION, INC.	ADMIN BOARD ROOM UNIT	<b>Amount</b> 4,702.27
45 44	07/06/2020	45885 15969	SOUTHWEST PAPER, INC - OKC	WET VAC PARTS FOR JR HIGH	4,702.27 92.67
44	07/06/2020	14189	VOSS ELECTRIC CO.	LIGHT FIXTURE FOR HIGH SCHOOL	75.00
46	07/07/2020	10110	HENKE & WANG PLUMBING	REPLACE/REPAIR WATER VALVE AT HIGH SCHOOL	2,000.00
47	07/07/2020	43973	CHRISTOPHER CODY HAYES	EAST SIDE OF HS DIRT WORK	1,800.00
48	07/08/2020	43749	TREAT'S SOLUTIONS, LLC	DISINFECTANT WIPES, STANDS, BRACKETS	2,118.12
49	07/08/2020	44092	INNOVATIVE MECHANICAL LLC	HVAC SERVICE AT FOGARTY	4,875.00
50	07/09/2020	15969	SOUTHWEST PAPER, INC - OKC	CLOROX 360 MACHINE & DISINFECTANT FOR DISTRICT	3,999.99
51	07/09/2020	15969	SOUTHWEST PAPER, INC - OKC	FACE MASKS	1,552.50
52	07/09/2020	11453	W. W. GRAINGER	SAND BAGS	65.12
53	07/03/2020	43906	BRADEN DAVENPORT	ADMINISTRATION DISPLAY CASE	2,000.00
54	07/09/2020	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT PARTS AND SUPPLIES	1,000.00
55	07/13/2020	10234	MAKER'S GLASS, INC.	WINDOW REPLACEMENT AT TRANSPORTATION	2,141.10
56	07/13/2020	43749	TREAT'S SOLUTIONS, LLC	SPRAY BOTTLES, TRIGGERS, & MICROFIBER CLOTHES	1,490.61
57	07/13/2020	11453	W. W. GRAINGER	CONDENSER FAN MOTORS FOR GUES & JR HIGH	544.50
58	07/14/2020	15969	SOUTHWEST PAPER, INC - OKC	DISINFECTANT FOR 360 MACHINE	1,000.00
59	07/14/2020	44507	JACK CHAPMAN	DOOR AND INSTALLATION AT TRANSPORTATION	1,670.00
60	07/15/2020	43913	JOHNSON EQUIPMENT COMPANY	SIDING AND CANOPY REPAIRS AT FAVER	2,950.00
61	07/15/2020	11514	H & M CARPET CENTER LLC	CARPET REPAIRS IN HS RM 45	500.00
62	07/15/2020	11453	W. W. GRAINGER	FAN MOTORS FOR GUES CHILLER	816.75
63	07/15/2020	15994	AMAZON CAPITAL SERVICES	FUSES FOR GUES CHILLER	50.00
64	07/15/2020	44065	FIRETROL PROTECTION SYSTEMS, INC.	FIRE ALARM REPAIRS AT FAVER	1,200.00
65	07/15/2020	44013	CENTRAL OKLAHOMA WINNELSON	DISTRICT PLUMBING SUPPLIES	1,400.00
66	07/15/2020	17491	ENGINEERED EQUIPMENT, INC.	CONDENSOR FAN MOTOR FOR JH AUDITORIUM	1,113.00
67	07/15/2020	44507	JACK CHAPMAN	REPLACE DOOR AND HARDWARE AT FOGARTY AUDITORIUM	2,800.00
68	07/20/2020	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT PARTS AND SUPPLIES	1,000.00
69	07/20/2020	17387	BRADFORD INDUSTRIAL SUPPLY CORP	DISTRICT HVAC PARTS AND SUPPLIES	1,000.00
70	07/20/2020	12324	LOCKE SUPPLY CO.	HVAC PARTS & WIRING	500.00
71	07/20/2020	44065	FIRETROL PROTECTION SYSTEMS, INC.	FIRE ALARM HORN/STROBE REPAIRS AT FAVER	1,254.35
72	07/20/2020	44126	M&M INSULATION INC.	PINS & WASHERS FOR HVAC INSULATION	190.00
73	07/20/2020	15525	SPECTRUM PAINT COMPANY	SANITIZER SPRAYERS	4,006.00
74	07/21/2020	11453	W. W. GRAINGER	FAN MOTORS FOR JR HIGH	1,089.00
75	07/21/2020	44013	CENTRAL OKLAHOMA WINNELSON	URINAL AND SUPPLIES FOR HIGH SCHOOL	174.57
76	07/21/2020	17450	ALL COMMERCIAL OPENINGS, INC.	DOOR HARDWARE FOR FOGARTY GYM BLEACHER DOORS	997.00 <b>27</b>

#### Purchase Order Register

**Options:** Year: 2020-2021, Fund: Building, Date Range: 7/1/2020 - 8/3/2020, PO Range: 43 - 95

PO No	Date	Vendor No	Vendor	Description	Amount
77	07/22/2020	44092	INNOVATIVE MECHANICAL LLC	HVAC REPAIRS AT JR HIGH	2,500.00
78	07/22/2020	12324	LOCKE SUPPLY CO.	HVAC WIRING	350.00
79	07/27/2020	17387	BRADFORD INDUSTRIAL SUPPLY CORP	BRADFORD INDUSTRIAL SUPPLY CORP R22-30LB FOR GUES AND HIGH SCHOOL	
80	07/27/2020	44013	CENTRAL OKLAHOMA WINNELSON	FLUSH VALVES	1,354.92
81	07/27/2020	44226	SUNSTATE EQUIPMENT CO, LLC	SUNSTATE EQUIPMENT CO, LLC LIFT RENTAL FOR FOGARTY CAFE UNIT	
82	07/27/2020	44382	ACTION FIRE PROTECTION LLC	FIRE SYSTEM REPAIRS AND SERVICE	1,000.00
83	07/27/2020	15994	AMAZON CAPITAL SERVICES	FAN BLADE PULLER	60.00
84	07/27/2020	15969	SOUTHWEST PAPER, INC - OKC	CUSTODIAL SUPPLIES	2,758.60
85	07/27/2020	17852	ROBERT L & BRUCE L WYCKOFF	BRUSH HOG	1,800.00
86	07/27/2020	11619	HOME DEPOT CREDIT SERVICES	24' FIBERGLASS EXTENSION LADDER	289.00
87	07/27/2020	43656	GRACO ROOFIING CONSTRUCTION LLC	ROOF REPAIRS AT COTTERAL, JR HIGH, & ADMIN	2,654.00
88	07/28/2020	12173	LAMPTON WELDING SUPPLY COMPANY, INC	CO2 MARKING FIELDS/ATHLETICS	100.00
89	07/28/2020	15525	SPECTRUM PAINT COMPANY	SANISPRAY HP CORDLESS SPRAYERS	4,180.00
90	07/28/2020	11514	H & M CARPET CENTER LLC	REPLACE CARPET IN RM 45 AT HS	3,752.23
91	07/29/2020	14189	VOSS ELECTRIC CO.	EMERGENCY BALLAST	240.00
92	07/29/2020	14280	WILLOBY'S FEED AND OUTFITTERS, LLC	WEED KILLER SPRAY	150.00
93	07/29/2020	44013	CENTRAL OKLAHOMA WINNELSON	PLUMBING PARTS	549.75
94	07/29/2020	10234	MAKER'S GLASS, INC.	SECRETARY DESK PARTITIONS FOR THE DISTRICT	2,000.00
95	07/28/2020	44092	INNOVATIVE MECHANICAL LLC	LEASE PURCHASE HVAC CHILLERS JRHS & GUES	50,000.00
			Non-	Payroll Total:	\$128,603.05
				Payroll Total:	\$0.00
				Report Total:	\$128,603.05

**Options:** Year: 2020-2021, Fund: BUILDING BOND 2019, Date Range: 7/1/2020 - 8/3/2020, PO Range: 1 - 1

PO No	Date	Vendor No	Vendor	Description	Amount
1	08/03/2020	43580	DIGI SECURITY SYSTEMS LLC	HARDWARE AND LABOR FOR SECURE ENTRANCES	21,617.85
				Non-Payroll Total:	\$21,617.85
				Payroll Total:	\$0.00
				Report Total:	\$21,617.85

## ACTIVITY FUND – FUND 60 BANK RECONCILIATION – FARMERS & MERCHANTS BANK As of 7/31/20

GENERAL LEDGE	R ACCOUNT	BANK RECONCILIATION	I
Balance (7/01/20)	\$488,674.17	Balance per bank statement As of (7/31/20)	\$489,657.82
Add Receipts	\$ 5,785.10	Add Deposits in Transit	\$
Less Checks Written	\$ 10,413.20	less O/S Checks	\$ 5,611.75
Adjustments	\$	*Adjustments Bank correction	\$ \$
Balance per Ledger	\$484,046.07	Balance per Ledger	\$484.046.07

Adjustment/Correction explanations:

This information is accurate and correct to the best of my knowledge.

)\_\_\_\_\_

Activity Fund Clerk

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<u>8-3-20</u> Date

#### **Revenue/Expenditure Summary**

#### **Options:** Fund: 60, Date Range: 7/1/2020 - 7/31/2020

	Begin		Adjusting	n Maria	Cash End	मार्ग्स स्वर्थन्तुः स्वर्थन्तुः द्विति द्वति हो ।	
	Balance	Receipts	Entries	Payments	Balance	<b>Unpaid POs</b>	End Balance
801 CENTRAL FACULTY	\$0.00	\$0.00	\$451.61	\$0.00	\$451.61	\$0.00	\$451.61
802 CENTRAL ACTIVITY	\$0.00	\$33.00	\$11,202.76	\$0.00	\$11,235.76	\$3,800.00	\$7,435.76
803 CENTRAL PTO	\$0.00	\$0.00	\$6,991.92	\$0.00	\$6,991.92	\$0.00	\$6,991.92
804 COTTERAL PTO	\$0.00	\$0.00	\$12,377.99	\$0.00	\$12,377.99	\$0.00	\$12,377.99
805 COTTERAL ACTIVITY	\$0.00	\$551.41	\$11,912.36	\$0.00	\$12,463.77	\$0.00	\$12,463.77
806 COTTERAL FACULTY	\$0.00	\$0.00	\$409.02	\$0.00	\$409.02	\$0.00	\$409.02
808 FOGARTY PARENTS ORG.	\$0.00	\$0.00	\$17,276.71	\$0.00	\$17,276.71	\$0.00	\$17,276.71
809 FOGARTY ACTIVITY	\$0.00	\$0.00	\$12,797.56	\$0.00	\$12,797.56	\$360.00	\$12,437.56
810 FOGARTY FACULTY	\$0.00	\$0.00	\$207.32	\$0.00	\$207.32	\$0.00	\$207.32
811 ELEM SNACK GRANT	\$0.00	\$0.00	\$1,505.89	\$0.00	\$1,505.89	\$0.00	\$1,505.89
812 GUES ACTIVITY	\$0.00	\$262.85	\$6,455.50	\$0.00	\$6,718.35	\$225.00	\$6,493.35
813 GUES FACULTY	\$0.00	\$0.00	\$1,510.31	\$0.00	\$1,510.31	\$0.00	\$1,510.31
814 GUES HONOR CHOIR	\$0.00	\$0.00	\$646.12	\$0.00	\$646.12	\$0.00	\$646.12
815 GUES PARENTS ORG.	\$0.00	\$0.00	\$15,568.36	\$0.00	\$15,568.36	\$0.00	\$15,568.36
816 GHS SPECIAL KIDS	\$0.00	\$0.00	\$279.13	\$0.00	\$279.13	\$0.00	\$279.13
817 ART JUNIOR HIGH	\$0.00	\$0.00	\$28.60	\$0.00	\$28.60	\$0.00	\$28.60
818 JH BUILDERS CLUB	\$0.00	\$0.00	\$299.49	\$0.00	\$299.49	\$0.00	\$299.49
819 ATHLETICS JUNIOR HIGH	\$0.00	\$0.00	\$4,709.31	\$0.00	\$4,709.31	\$600.00	\$4,109.31
820 GOLF JUNIOR HIGH	\$0.00	\$0.00	\$2,266.69	\$216.00	\$2,050.69	\$215.00	\$1,835.69
821 FHA JUNIOR HIGH	\$0.00	\$0.00	\$3,146.59	\$0.00	\$3,146.59	\$0.00	\$3,146.59
822 HONOR SOCIETY JR HIGH	\$0.00	\$0.00	\$2,777.29	\$0.00	\$2,777.29	\$0.00	\$2,777.29
823 JR HIGH ACCOUNT	\$0.00	\$0.00	\$4,671.34	\$0.00	\$4,671.34	\$0.00	\$4,671.34
824 JR HIGH FACULTY	\$0.00	\$0.00	\$1,574.15	\$0.00	\$1,574.15	\$0.00	\$1,574.15
825 LIBRARY JR HIGH	\$0.00	\$0.00	\$1,921.07	\$0.00	\$1,921.07	\$0.00	\$1,921.07
826 LEARN 2 LOVE	\$0.00	\$0.00	\$27,544.97	\$0.00	\$27,544.97	\$0.00	\$27,544.97
827 CHEERLEADERS JR HIGH	\$0.00	\$0.00	\$2,903.32	\$0.00	\$2,903.32	\$0.00	\$2,903.32
830 STUCO JH	\$0.00	\$0.00	\$3,628.33	\$0.00	\$3,628.33	\$0.00	\$3,628.33
831 T.S.A. JR HIGH	\$0.00	\$0.00	\$1,030.69	\$0.00	\$1,030.69	\$0.00	\$1,030.69
832 YEARBOOK JR HIGH	\$0.00	\$0.00	\$4,714.10	\$0.00	\$4,714.10	\$0.00	\$4,714.10
834 JR HIGH ACADEMIC TEAM	\$0.00	\$0.00	\$170.74	\$0.00	\$170.74	\$0.00	\$170.74
840 CHARTER OAK ACTIVITY	\$0.00	\$1,110.05	\$19,759.48	\$0.00	\$20,869.53	\$0.00	\$20,869.53
841 CHARTER OAK PTO	\$0.00	\$0.00	\$6,182.82	\$0.00	\$6,182.82	\$0.00	\$6,182.82
842 CHARTER OAK FACULTY	\$0.00	\$0.00	\$615.53	\$0.00	\$615.53	\$0.00	\$615.53
850 ACADEMIC TEAM HS	\$0.00	\$0.00	\$107.70	\$0.00	\$107.70	\$0.00	\$107.70
851 ART CLUB HS	\$0.00	\$0.00	\$8,487.41	\$0.00	\$8,487.41	\$0.00	\$8,487.41
852 ATHLETICS HS	\$0.00	\$0.00 \$0.00	\$35,392.11	\$8,404.50	\$26,987.61	\$4,880.50	\$22,107.11
853 HS CHEER	\$0.00	\$366.00	\$2,083.92	\$0.00	\$2,449.92	\$0.00	\$2,449.92
854 FOOTBALL CAMP	\$0.00	\$300.00	\$2,033.52	\$0.00	\$2,073.41	\$0.00	\$2,073.41
855 TENNIS HS	\$0.00	\$0.00	\$19,473.11	\$0.00	\$19,473.11	\$0.00	\$19,473.11
	\$0.00	\$0.00 \$0.00	\$238.57	\$0.00	\$238.57	\$0.00	\$238.57
856 GHS LIBRARY 858 GHS LINK CREW	\$0.00	\$0.00	\$130.97	\$0.00	\$130.97	\$0.00	\$130.97
859 BAND (OPERATING) HS	\$0.00	\$435.00	\$6,181.98	\$0.00	\$6,616.98	\$0.00	\$6,616.98
860 CLASS OF 2021 HS	\$0.00	\$433.00 \$50.00	\$3,409.90	\$0.00	\$3,459.90	\$0.00	\$3,459.90
	\$0.00 \$0.00	\$50.00	\$918.36	\$0.00	\$918.36	\$0.00	\$918.36
861 CLASS OF 2023 HS		\$0.00 \$0.00		\$0.00	\$8,467.96	\$0.00	\$8,467.96
864 GHS ALUMNI ACCOUNT	\$0.00		\$8,467.96 \$2,126.08	\$0.00	\$2,206.08	\$0.00	\$2,206.08
865 CLASS OF 2022 HS	\$0.00	\$80.00	\$2,120.08 \$0.00	\$0.00	\$2,200.08	\$0.00	\$30.00
866 CLASS OF 2024 HS	\$0.00 \$0.00	\$30.00 \$0.00	\$839.74	\$0.00	\$839.74	\$0.00	\$839.74
				\$0.00	\$870.65	\$200.00	\$670.65
870 HS FACULTY/COURTESY ACCOUNT	\$0.00 \$0.00	\$0.00 \$0.00	\$870.65 \$16,675.04	\$0.00	\$16,675.04	\$200.00	\$670.05
871 HS STUDENT PANTRY		\$0.00 \$0.00		\$0.00 \$690.00	\$6,897.70	\$2,200.00	\$10,073.04 \$4,697.70
872 CLASS OF 2020	\$0.00 \$0.00	\$0.00 \$0.00	\$7,587.70 \$16.495.41	\$0.00	\$16,495.41	\$2,200.00	\$4,097.70 \$16,495.41
876 FFA 4H BOOSTER CLUB HS	\$0.00		\$16,495.41		\$16,495.41 \$8,042.90	\$0.00 \$3,405.00	\$16,495.41 \$4,637.90
877 FFA HS	\$0.00	\$0.00 \$0.00	\$8,866.60 \$3,801.57	\$823.70	-	\$3,405.00 \$0.00	
878 FCCLA (FHA) HS	\$0.00	\$0.00 \$0.00	\$2,901.57 \$4,714,16	\$0.00 \$0.00	\$2,901.57	\$0.00 \$0.00	\$2,901.57 \$4 714 16
879 FOREIGN LANGUAGE SPAN HS	\$0.00	\$0.00	\$4,714.16	\$0.00 \$0.00	\$4,714.16	\$0.00 \$0.00	\$4,714.16 \$3.951.18
880 XC Bluecrew	\$0.00	\$30.00	\$3,921.18	\$0.00 \$0.00	\$3,951.18		\$3,951.18 \$4,114.74
881 Lady Jays Basketball	\$0.00	\$0.00	\$6,034.74	\$0.00	\$6,034.74	\$1,920.00 <b>31</b>	<i>~</i> 4,114./4

#### Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2020 - 7/31/2020

	Begin		Adjusting	and the second second	Cash End		• •
and the second second	Balance	Receipts	Entries	Payments	Balance	Unpaid POs	End Balance
882 GUTHRIE RUNNING CLUB HS	\$0.00	\$0.00	\$5.80	\$0.00	\$5.80	\$0.00	\$5.80
883 HERITAGE CLUB HS	\$0.00	\$0.00	\$1,575.40	\$0.00	\$1,575.40	\$0.00	\$1,575.40
884 HIGH SCHOOL ACCOUNT	\$0.00	\$0.00	\$20,628.97	\$0.00	\$20,628.97	\$2,529.18	\$18,099.79
885 STUDENT SUPPORT HS	\$0.00	\$0.00	\$2,107.68	\$0.00	\$2,107.68	\$0.00	\$2,107.68
886 HONOR SOCIETY HS	\$0.00	\$1,135.00	\$2,943.43	\$160.00	\$3,918.43	\$80.00	\$3,838.43
889 KEY CLUB HS	\$0.00	\$40.00	\$442.01	\$0.00	\$482.01	\$0.00	\$482.01
890 SPEECH HS	\$0.00	\$0.00	\$503.25	\$0.00	\$503.25	\$0.00	\$503.25
891 STEM CLUB	\$0.00	\$0.00	\$4.85	\$0.00	\$4.85	\$0.00	\$4.85
893 MU ALPHA THETA HS	\$0.00	\$445.00	\$3,934.27	\$60.00	\$4,319.27	\$25.00	\$4,294.27
895 JROTC HS	\$0.00	\$0.00	\$3,995.15	\$0.00	\$3,995.15	\$0.00	\$3,995.15
897 SOCCER CLUB HS	\$0.00	\$0.00	\$3,960.73	\$0.00	\$3,960.73	\$0.00	\$3,960.73
898 SCIENCE CLUB HS	\$0.00	\$370.00	\$5,785.57	\$0.00	\$6,155.57	\$0.00	\$6,155.57
899 STUDENT COUNCIL HS	\$0.00	\$65.00	\$8,520.76	\$0.00	\$8,585.76	\$0.00	\$8,585.76
900 CAMPUS BEAUTIFICATION HS	\$0.00	\$50.00	\$3,720.38	\$0.00	\$3,770.38	\$1,654.82	\$2,115.56
902 VOCAL HS	\$0.00	\$0.00	\$5,007.91	\$0.00	\$5,007.91	\$0.00	\$5,007.91
904 YEARBOOK HS	\$0.00	\$0.00	\$20,073.08	\$0.00	\$20,073.08	\$23,000.00	(\$2,926.92)
907 HS MEMORIAL FUND	\$0.00	\$0.00	\$73.92	\$0.00	\$73.92	\$0.00	\$73.92
908 VOCAL TRIP ACCOUNT HS	\$0.00	\$0.00	\$58.14	\$0.00	\$58.14	\$0.00	\$58.14
911 FFA BUILDING FUND	\$0.00	\$0.00	\$2,406.92	\$0.00	\$2,406.92	\$0.00	\$2,406.92
913 DRAMA HS	\$0.00	\$0.00	\$1,652.43	\$0.00	\$1,652.43	\$0.00	\$1,652.43
922 COURTESY COMMITTEE ADMIN	\$0.00	\$0.00	\$69.53	\$0.00	\$69.53	\$50.00	\$19.53
925 GENERAL FUND REFUND	\$0.00	\$192.46	\$0.00	\$0.00	\$192.46	\$0.00	\$192.46
927 HALL OF FAME BANQUET	\$0.00	\$0.00	\$1.97	\$0.00	\$1.97	\$0.00	\$1.97
929 DISTRICT SPECIAL OLYMPICS	\$0.00	\$0.00	\$36,896.45	\$0.00	\$36,896.45	\$0.00	\$36,896.45
932 SUMMER SCHOOL HS	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
933 FAVER C&C	\$0.00	\$0.00	\$409.71	\$0.00	\$409.71	\$0.00	\$409.71
934 TRANSPORTATION C&C	\$0.00	\$59.00	\$2,565.88	\$0.00	\$2,624.88	\$0.00	\$2,624.88
935 VENDING MACHINE ADMIN	\$0.00	\$0.00	\$714.13	\$0.00	\$714.13	\$500.00	\$214.13
937 FAVER ACTIVITY	\$0.00	\$0.00	\$72.27	\$0.00	\$72.27	\$0.00	\$72.27
938 NATIVE AMERICAN PARENT COM	\$0.00	\$0.00	\$205.72	\$0.00	\$205.72	\$0.00	\$205.72
940 ADMINISTRATION MISC	\$0.00	\$161.33	\$14,802.52	\$59.00	\$14,904.85	\$2,374.00	\$12,530.85
942 C.N. CLEARING ACCT	\$0.00	\$219.00	\$0.00	\$0.00	\$219.00	\$5,000.00	(\$4,781.00)
Total	\$0.00	\$5,785.10	\$488,674.17	\$10,413.20	\$484,046.07	\$53,018.50	\$431,027.57

## OKLAHOMA DEPARTMENT OF CAREER AND TECHNOLOGY EDUCATION NOTICE OF ALLOCATION OF STATE PROGRAM ASSISTANCE & SALARY SUPPLEMENTS FOR FY 21

MIKE SIMPSON, SUPERINTENDENT GUTHRIE SCHOOL SYSTEM 802 E VILAS GUTHRIE, OK, 73044

TYPE OF AID	Project Code	Revenue Code	Amount
Program Assistance	412	3812	
3.00 AG EDUCATION			\$38,226.00
2.00 FAM AND CONSUMER SCIENCES			\$12,454.00
2.00 SCIENCE TECHNOLOGY ENGINEERING AND MATH			\$18,202.00
Summer Salary	411	3811	
3.00 AG EDUCATION			\$21,960.00
State Teacher Supplement	411	3811	
3.00 AG EDUCATION			\$7,800.00
2.00 FAM AND CONSUMER SCIENCES			\$4,400.00
2.00 SCIENCE TECHNOLOGY ENGINEERING AND MATH			\$4,400.00
		 Total:	\$107,442.00

NOTE: Please provide a copy of this report to your business manager, local director, person responsible for OCAS coding and school principal where these programs are located

Questions regarding this Notice of Allocation should be directed to Debbi Butterfield at 405-743-5458

I hereby certify that the above allocations are made in accordance with the Oklahoma School Code.

Stephanie Rossander

7/16/2020 11:28 AM

Finance Manager Oklahoma Department of Career and Technology Education

Date



Doug Ogle Assistant Superintendent Phone 405-282-8900 doug.ogle@guthrieps.net www.guthrie.k12.ok.us

## Memo

То:	Dr. Mike Simpson & Guthrie Board of Education
From:	Doug Ogle, Assistant Superintendent
Date:	July 27, 2020
Re:	2020-21 School Calendar Conversion

11

Guthrie Public Schools has an adopted calendar of 180 days for the 2020-2021 school year. I would like to recommend that Guthrie Public Schools convert to the 1080 hours (days to hours) to be used should unforeseen events cause the cancellation of classes as indicated on the adopted calendar.

11

					ature	RAO Signature
	Date				Superintendent Signature	Superinte
			175			
1152.08	GRAND TOTAL HOURS		TOTAL DAYS TAUGHT FOR ASR	t	Meets 1080 Requirement	Meets
30	PROFESSIONAL DEVELOPMENT HOURS	TOTAL PROFESSION	10	6	5	
				Number of Hours	Number of Days	
				ays	Professional Development Hours/Days	Professio
0.00	TOTAL HOURS	0	TOTAL MINUTES	0	AUDITIONAL DAYS TAUGHT	A
0.00		0		0		
0.00		0		0		
0.00		0		0		
0.00		0		0		
0.00		0		0		
0.00		0		0		
0.00		0		0		
<b>Total Hours</b>	Date	<b>Total Minutes</b>	Minutes of Lunch/Breakfast	Minutes in School Day	time End time	start lime
	ASR if longer than 120 minutes)	t for ASR if longe	Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for	artial Days/Hours (partial	dditional Days/Hours or Pa	Adding A
0.00		0		0		
<b>Total Hours</b>	Number of Days Taught	<b>Total Minutes</b>	Minutes of Lunch/Breakfast	Minutes in School Day	Time End Time	Start Time
		ays)	Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)	Bulk (if minutes are adde	dditional Days/Minutes in	Adding A
1110.08	173	385	30	415	3:10 PM	
<b>Total Hours</b>	Number of Days Taught	<b>Total Minutes</b>	Minutes of Lunch/Breakfast	Minutes in School Day	End	Start lime
		es or Partial Day	Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Day	t Include Parent-Teacher (	egular School Year (Do Not	Actual/R
12	PARENT-TEACHER CONFERENCE HOURS	TOTAL PARENT-TEAC	TOI	6	2	
				# of Hours per Day	Number of Days	
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#### OKLAHOMA STATE DEPARTMENT OF EDUCATION CHILD NUTRITION PROGRAMS (CNP) CERTIFICATE OF AUTHORITY/AUTHORIZED USER FORM

COUNTY DISTRICT CODE 42-1001

COUNTY Logan

#### SCHOOL FOOD AUTHORITY Jana Wanzer

This is to certify that Jana Wanzer (type or Print Name) authorized representative of the governing body shown below and is fully empowered to enter into any agreement with the Oklahoma State Department of Education (OSDE) which may be a prerequisite to the installation and/or operation of a National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), After-School Snack Program (ASSP), Child and Adult Care Food Program (CACFP), and/or Summer Food Service Program for Children (SFSP) in the School Food Authority (SFA) shown above, and may act for the governing body in preparing and signing other documents, reports, and claims for reimbursement pertaining to the installation and operation of the program(s).

Governing Body Guthrie Public Schools

		3Anau	oner
(President, Clerk, or Other)		(Signature of Authoriz	ed Representative
Title:	Date:	Title: Treasurer & SFA	_ Date: <u>8 4 20</u>

#### MAILING ADDRESS TO BE USED FOR ALL CORRESPONDENCE FROM THIS OFFICE:

802 East Vilas	Guthrie,	Oklahoma	73044
(Street or Box)		(State)	(Zip Code)

The Authorized Representative signs or electronically transmits and accepts responsibility for the monthly claim for reimbursement and receives all correspondence from this office. The name of this person should appear, typed or printed, at the top of the page; this person should sign on the *Signature of Authorized Representative* line. A member of the Board of Education should sign on the *President, Clerk, or Other* line. A stamped signature is not acceptable unless that signature is registered with the Secretary of State.

Oklahoma State Department of Education Child Nutrition Programs Section, Room 310 2500 North Lincoln Boulevard Oklahoma City, Oklahoma 73105-4599

# EDUCATIONAL SERVICES AGREEMENT BETWEEN OKLAHOMA CITY COMMUNITY COLLEGE and GUTHRIE PUBLIC SCHOOLS

Oklahoma City Community College (OCCC) and Guthrie Public Schools (GPS) agree to the provisions specified below.

During the 2020-2021 academic year, contingent upon availability of qualified OCCC instructors, OCCC will offer certain college-level courses to eligible, concurrently enrolled high school students within the GPS system as follows:

# **COURSES TAUGHT AT HIGH SCHOOL SITES**

OCCC will provide enrollment assistance and a qualified instructor for each course offered at the high school sites. Minimum enrollment per section will be 20 students.

GPS students shall pay \$135.29 per credit hour (\$100.84 tuition and \$34.45 in fees) for each course enrolled.

Lab Science classes will be billed as above with an additional \$20.00 per student lab fee.

OCCC will waive up to eighteen (18) credit hours of tuition per academic year at \$100.84 per credit hour for each junior or senior enrolled. The amount of tuition waived will be determined each semester and subtracted from the student bill.

# REGULARLY SCHEDULED CLASSES

Eligible high school students who enroll in regularly scheduled, on-campus college classes will be charged the standard rate of \$135.29 per credit hour (\$100.84 tuition and \$34.45 in fees) for each course enrolled.

Students who enroll in a lab science class will be charged an additional \$20.00 per credit hour.

Students who enroll in online classes will be charged an additional \$12.00 per credit hour.

OCCC will waive up to eighteen (18) credit hours of tuition per academic year at \$100.84 per credit hour for each junior or senior enrolled. The amount of tuition waived will be determined each semester and subtracted from the student bill.

# **REQUIRED BOOK COSTS**

The cost of books will be determined in accordance with the class offered. Costs are estimated to be between \$75 and \$150 per class.

# **RESIDUAL ACT EXAMS**

OCCC will offer Residual ACT testing for students at a cost of \$55.00 per exam.

# STUDENT BILLING

All students pay their own bills, and will be billed through OCCC's bursar's office.

# HIGH SCHOOL SPONSORED STUDENTS

# If GPS intends to pay bills for its students, GPS shall provide OCCC with the following information prior to student enrollment.

- The intent of the sponsorship; are they paying tuition **and/or** fees?
- Does the sponsorship include books?
- For first time OCCC applicants, will the sponsorship pay the \$30 initial, one-time enrollment fee?
- Inclusion of the class name and number being sponsored **or** the maximum credit hours or dollar amount of the sponsorship (per student).
- The names of the students. If their OCCC ID is not known, then we need some other type of identifier such as birthday or last 4 digits of the student's Social Security Number.
- Additional information needed: will the sponsor pay for classes dropped after the drop with refund date?
- Contact information for who the invoice should be remitted to and what kind of documentation, if any, is required to be submitted with the invoice.

# **NONDRISCRIMINATION**

OCCC and GPS agree to comply with all federal and state laws prohibiting discrimination and assure educational opportunities and benefits will be provided without distinction on the basis of race, color, religion, national origin, disability, sex, or veteran's status. Both assure compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972 and 11375, and The Americans with Disabilities Act of 1990, and all amendments to and all requirements imposed by the regulations issued pursuant to these acts.

This Agreement shall be effective August 1, 2020.

Approved for Oklahoma City Community College by: Approved for Guthrie Public Schools by:

Kim Jameson Date Interim Vice President for Academic Affairs Oklahoma City Community College 7777 South May Avenue Oklahoma City, OK 73159 Dr. Mike Simpson Superintendent Guthrie Public School District 802 E. Vilas Avenue Guthrie, OK 73044 Date



# 2019-2020 2020-2021

# **PARENT & STUDENT**

# School Bus Rider Safety & Disciplinary Handbook with Rules and Guidelines

Board Approved on 8-12-2019

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# School Bus Rider Guidelines



#### PARENT/GUARDIAN: Please keep these SAFETY guidelines for future reference.

The Guthrie Board of Education realizes that school bus transportation is an integral part of the modern-day educational process. At the same time, the State of Oklahoma has determined that school bus transportation is to be considered a **privilege** and **not a right** of the students attending the state's public schools (70 OS 9101). Because of these two facts, and because the Board has decided to extend transportation privileges to those who are eligible, the following procedures have been established to facilitate safe transportation of the district's students.

These **safety** procedures are not in place to create a hardship on parents or guardians. They are in place to provide for the **safety** of all students that are transported by bus. They will not supersede, but are in addition to all Board adopted policies, and building level student handbooks as **the bus is an extension of the classroom**.

We carry the most precious cargo in the world: our children. We ask that you appreciate the efforts being put forth to care for your children and to cooperate with school administrators in their pursuit of **safe** transportation.

# **ELEMENTARY and SECONDARY ROUTE BUS TRANSPORTATION**

- GPS, has changed from Grade Site Schools to Neighborhood Schools. - Because of this new setup at our lower elementary schools how we transport route students has been revised

- Each lower Elementary School Site is assigned bus routes for their sites along with stops at Guthrie Upper Elementary, the Junior High and High School
- Each lower elementary student rider will be assigned a bus to the elementary school associated with their **primary residence ONLY**.
- There will be new bus stop locations throughout the district and school boundaries for ALL route bus riders
- Walk zone to each school is 1 1/2 miles from your residence.
- Walk distance to each stop is up to 1/2 mile from the bus stop to your residence
- We will no longer provide transportation by shuttling students from school to school
- The disciplinary steps and procedures have been revised

## Application for Student Rider(s)

Each student must be registered as a bus route rider before they can ride a school bus. Proof of residency is required, see the "Parent's Backpack" on the website for more information. IF residency is not verified student may lose rider privileges.

Once you have applied you and your student are agreeing to follow the Bus Rider **Safety & Disciplinary** Handbook approved by GPS Board of Education.

The GPS Transportation Department has several ways to submit a student's application. 1. ONLINE : We encourage each household to register their student(s) online at http://guthrie.ezrouting.com, with this option you can make any necessary changes (like phone numbers, address, etc.) that might happen during the school year without having to come into our office.

\* With this option we can have your student(s) assigned to a bus in approximately 3 days.

- 2. WEBSITE : A link to EZRouting is available along with a paper application that can be printed off and brought to the transportation office or faxed to (405) 282-5948 (www.guthrieps.net click on Departments and drop down to Transportation).
- 3. OFFICE: Paper registration application forms will be available for those who choose this option.

Parents must complete this application process and submit and/or return it to the transportation office at least 5 days before the student wishes to start riding the bus. **Once** the student's application has been **approved and entered** in our routing program; you will be notified of the route number, approximate morning pickup time, and stop location via email and/or text message. **IF** the application is **denied** you will be notified via email and/or text with a brief reason as to why.

Because you requested transportation, you and your student(s) are agreeing to follow the Bus Rider **Safety & Disciplinary** Handbook approved by GPS Board of Education.

#### Route Students

**Students will ride only their assigned bus**. Students will only get on and off the bus at their assigned stop. If a Route student does not ride for two (2) consecutive mornings, without notifying transportation the bus will not return or stop until you notify the Transportation Office (405-282-5919) that the student(s) will again be riding.

Students must arrive at the bus stop ten (10) minutes prior to designated bus pickup time and wait in a safe and orderly manner out of the roadway and off private property. Students must not approach the bus until it has come to a complete stop and are signaled by the driver to board the bus.

Driver will wait two (2) minutes at residential stops before pulling away from stop & one (1) minute for group stops before pulling away from stop. There will be no going back. However, the bus can be met at the next approved stop location.

Please wait at least ten (10) minutes after the regular pick up time before calling transportation about the bus being late.

#### **RIDING A DIFFERENT BUS**

Notes to the driver or monitor are not acceptable.

ANY Students who wish to ride another bus other than their assigned bus (i.e. coming from or going to a friend or relative's house, childcare, etc.) will provide their own transportation. **This means parents are responsible for providing this type of transportation**.

Rider Waiver: In special unforeseen circumstances (i.e. medical emergency), it **MAY** be possible for a student to obtain permission to ride another bus or get off at another stop. However, the waiver will be subject to space available, and on a case by case basis. These waivers are for **ONE DAY RIDE ONLY.** Then other arrangements need to be made.

#### BUS SAFETY & DISCIPLINE

It is our goal at Guthrie Public Schools to provide an orderly and **safe** transportation experience. **Riding the bus is a privilege** and as such can be granted or taken away based on the student's conduct and behavior.

**Safety** is the responsibility of parents, students, teachers, bus drivers, bus monitors, and administrators.

# **BUSTER SAYS**

SEAT TO SEAT – BACK TO BACK – FEET ON THE FLOOR – STAY SEATED--ARMS AROUND BACKPACK!

The student is responsible for his/her conduct. Because not every problem that may arise can be foreseen, students should use good common sense to govern their behavior. They should treat each other, the bus driver, faculty, staff and property with respect. They should be aware that when their behavior distracts from the ability to provide **safe** transportation services a **Safety** Violation will result.

It is the responsibility of the parent to instill in their child the value of appropriate behavior, good conduct, and to reinforce the **safety** policies and goals of the school.

It is the bus driver's responsibility to set high standards for student behavior and to enforce the rules as they relate to transporting students **safely.** 

It is the responsibility of the administrator to take appropriate measures when **safety** violations, disciplinary action, and when general transportation rules and school policies have been disregarded or when crimes under Oklahoma Statutes have been committed.

The administrators will also step in; after all other possibilities have been exhausted, to administer more severe consequences to those students who continually disrupt the quality or **safety** of the transportation experience.

The safety and disciplinary violation process are cumulative throughout the school year. Students are held responsible to be good bus citizens over the entire course of the school year.

Students are expected to:

- a. Behave safely while on the bus
- b. Board and exit the bus quietly and orderly
- c. take their assigned seats if applicable
- d. remain seated correctly
- e. converse quietly with their nearest neighbor.
- f. Behave similar to the classroom

#### THE BUS DRIVER IS IN CHARGE OF THEIR BUS

(Just like the teacher in a classroom) Student behavior is expected to be similar to that in the classroom. The bus driver may or can assign seats by name and/or grade.

Any disrespect, defiant conduct, obscene language and/or gestures, verbal and/or physical assault, or any other serious infraction on directed toward a driver, monitor, or other transportation official representative by a student, his or her parent/guardian, or other representative will result in IMMEDIATE termination of riding privileges for a minimum of 5 school days up to the rest of the school year.

#### The SAFETY & Disciplinary Rules

These rules are in place to provide the **safest** ride to and from school and/or school activities. Violation of safety procedures endangers everyone on the bus.

Any infraction of the following rules will place the student into the bus **safety/disciplinary** process.

1. Cell phones and some other electronic devices for music, and other appropriate uses are allowed only if headphones / earbuds are used and it does not create a disturbance on the bus. Students are to leave one ear uncovered; should the driver or monitor need to give instruction.

NO Cameras and any other device that may disturb or distract the driver or other students are not to be used on the bus.

Taking pictures and/or selfies with others, videos, or making voice recordings of another person on the bus is prohibited. This is a violation of the FERPA Law (Family Educational Rights and Privacy Act) and the device may be confiscated.

- Disrespect, defiant conduct, vulgar or obscene language, or gestures directed toward other students either inside or outside the bus the driver or monitor, may result in the student's suspension or expulsion from the bus.
- 3. A student will sit where he/she is asked to sit either permanently or temporarily at the driver's and/or monitor's discretion.
- 4. **Students shall ride only their assigned bus.** Students will only be allowed to get on or off at their assigned stop location.
- 5. When requested by, a transportation official, students must immediately and correctly identify themselves. Failure to do so will result in an automatic 3-day suspension from ALL buses.
- 6. Students must enter and leave the bus in a **safe** an orderly manner in view of the driver. Using the handrails is necessary for the **safety** of your student. If they must cross the road, they must do so in front of the bus (never behind it) and wait for the driver to signal the student when it is **safe** to cross.
- 7. Students are to remain properly seated (seat to seat: back to back) facing the front of the bus at all times. No standing, no moving from seat to seat, no facing backward, no sitting on your knees, no sitting on your back pack or other personal items. Feet belong on the floor at all times.
- 8. No student shall at any time extend head, hands, arms, or any body part out of the windows whether the school bus is in motion or standing still.
- Students will reimburse the school district for damage to district fleet resulting from student misconduct and may be subject to loss of riding privileges and suspension or expulsion from school.
- 10. Students will refrain from excessive noise, shouting, boisterous behavior.
- Fighting, horseplay, or other physical altercations will not be tolerated. Students must keep all body parts to themselves. vulgar or obscene language or gestures, \*Fighting is considered severe and may result in a 10-day suspension.

- 12. No racial or sexual harassment, sexual misconduct of any nature according to district policy and bullying either physical, verbal, or cyber.
- 13. Students must not have anything in their possession that might cause injury to another, no weapons of any kind, including but not limited to knifes, guns, fighting gear, etc. toy or facsimile
- 14. No smoking, vaping, chewing, or spitting of tobacco or use of any type of flame or sparking devices.
- 15. Illegal substances or alcoholic materials or their paraphernalia are not allowed on school buses. Violation of this rule will result in an automatic 10-day suspension from the bus.
- 16. Eating or drinking other than bottled water on a school bus is not permissible: no gum, no candy, no pop, no pastries, no other types of food or confectionaries. Exceptions to this rule only apply to documented medical needs. Students must maintain clean bus interiors by keeping trash off the floor. Students may **not** throw refuse anything out of the windows.
- 17. Aisles must be kept clear for emergency and safety visual checks. Personal belongings, books, instruments, projects, etc. must be held on a student's lap.
- 18.Large items which cannot be held in the student's lap **will not** be transported on the school bus without prior approval from the transportation department. This includes large Band instruments, Sports equipment, Fundraisers, Food Backpacks, etc.
- 19.No hats, no hoodies or other garments that makes it difficult to identify the student is allowed to be worn on the bus.
- 20.No wearing gang colors, displaying gang tags, or making gang symbols. Per district policy.
- 21.No personal hygiene items such as body spray, cologne, perfume, flowers, or items that may affect allergies.
- 22.No animals, reptiles, fish, or fowl are permitted on the bus.
- 23.Improperly clothed changing or removing clothes. Classroom dress code must be observed at all times and on all buses.
- 24.No Balloons for **safety** reasons, they can block the view of the driver out windows and make a loud POP noise causing a distraction.
- 25.If student leaves school property for any reason other than for a verified school related activity, they will not be allowed to ride the bus to their residence

#### Safety Violation & Disciplinary Steps & Procedures

For any offense, the driver or monitor may choose to re-assign the student to a specific seat, confer with the student, or call the parent. If several verbal warnings fail to improve the student's behavior, the offense will be documented, following the steps and procedures outlined.

Any of the above steps or procedures may be skipped dependent upon the severity of the offense. Punishments may be designed to coordinate with the districts school building policies. Some incidents have an automatic suspension from bus and/or school.

# ALL SUSPENSIONS ARE SUBJECT TO SCHOOL DAYS

#### 1<sup>st</sup> through 3<sup>rd</sup> Bus Citations

A copy of each **Bus Citation** will be sent to the parent or guardian by the Transportation Department via email and/or U.S. Postal Service.

Bus Safety & Discipline Citation - Pare	ent Notification	Date	Bus #
Student Name		Citati	on #
Your student has been given this citati	on for not following	the safety gu	idelines rules of the
bus. Should your student be given 3 of			
will be given to the transp	portation office for fu	urther official	action.
not seated properly	horsepla	ay	throwing
objects disturbing of	thers	unaccepta	able language
	ud noises/voices	— ·	0 0
	disrespectfu		not
obeying driver	'		
oboying anvoi			
Other			

If three citations (3) are acquired in a short period of time, the next measure is a Bus Incident Report.

1st Bus Incident Report – Up to 5-day Suspension, unless deemed severe

2nd Bus Incident Report – Up to 10-day Suspension, unless deemed severe

4th Bus Incident Report – Up to the remainder of the 9 weeks, semester, school year, or possibly extend into the next school year.

Each Bus Incident Report will be reviewed by transportation, then forwarded to a site administrator.

A conference with the student by the school principal, assistant principal, or their designee.

An administrator will call the parent or guardian notifying them of the mandatory suspension length and dates.

A copy of the incident report will be sent to the parent or guardian by the school office via email and/or the U.S. Postal Service.

A copy or notification will also be returned to the transportation office and attached to student's EZRouting record.

The school office will also be attaching the incident report to the student's official school record under discipline.

# Examples of Improper Conduct

# Examples include but are not restricted to, any of the following:

- 2. Yelling, or screaming once on the bus
- 3. Putting your feet or other items in the aisle
- 4. Rude, disrespectful to anyone on the bus
- 5. Using bad words, cursing or profanity of any kind
- 6. Throwing things on the bus
- 7. Shouting or yelling out of the window.
- 8. Obscene gestures to other passengers or outside the bus.
- 9. Taking pictures or videos or making voice recordings on the bus of another person (device may be confiscated).
- 10. Wearing a hat, a hoodie, or other garment if it makes it difficult to identify the student.
- 11. Touching or putting hands on another student in an aggressive or harassing manner.
- 12. Any instance of 'horseplay'
- 13. Arguing with or showing disrespect to the driver
- 14. Not sitting in their assigned seat
- 15. Failure to immediately correctly identify themselves, to the driver.
- 16. Smoking, chewing, or possession of drugs or tobacco products
- 17. Vandalizing or damaging bus property is prohibited and students who do so may be responsible for payment to cover the cost of damages.
- 18. Tampering with bus emergency or safety equipment, video cameras or DVRs.
- 19. Physical assault of another person.
- 20. Inappropriate displays of affection.
- 21. Improperly clothed. NO sports bras, spaghetti straps, short athletic shorts, men's tank-tops, shirtless etc.
- 22. Picking on other students
- 23. Getting on or off the bus at an incorrect location.
- 24. Any instance of <u>major fighting</u> (Taking part in a violent struggle involving the exchange of physical blows where punches were either thrown or landed or weapons were used).
- 25. Sexual misconduct as defined by district policy

# There is no excuse for any offense

When a severe violation is believed to have occurred, bus riding privileges can be revoked immediately and indefinitely for safety purposes.

A parent or guardian and the appropriate school principal will be notified by Transportation.

The future disposition of the student's riding status will be determined after a thorough investigation is completed by the Transportation Department, School Administration, and/or School Resource Officer.

# Guthrie Public Schools Transportation Department

**Employee Policy & Procedure Handbook** 

<del>2019-2020</del>

2020-2021

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Guthrie Public School District is a Totally Tobacco Free Environment —Smoking, Dipping, Chewing or Other Use of Tobacco or Tobacco Products is Strictly Prohibited in or Around Any School Building, School, Grounds, or School Vehicles.

THIS INCLUDES VAPOR PRODUCED BY AN ELECTRONIC CIGARETTE OR SIMILAR DEVICE

# Aim

To transport students safely and efficiently to and from schools and activities.

# Applicability

The contents of this manual apply to all employees of the Guthrie Public School system, regardless of position or title, who drive a Guthrie Public School bus.

Requirements for Guthrie Public Schools School Bus Driver

- 1. Hold a valid Oklahoma School Bus Driver's Certificate and CDL with appropriate endorsements.
- 2. Demonstrate to the Director of Operations or Route Supervisor, or someone he/she appoints, the ability to operate a school bus to the Director's satisfaction.
- 3. Be a responsible driver.
- 4. Must maintain a standard school bus driver's certification from the state (SDE).

# **Expectations for Transportation Employees**

- 1. Have an acceptable moral character.
- 2. Be courteous to parents and students, and cooperate with all transportation staff, principals, teachers, and other school officials.
- 3. Must comply with all laws, policies, rules, and regulations set forth by the legislature, State Board of Education, local Board of Education, local administration, and Transportation Department.
- 4. Be willing to accept necessary modifications to assigned routes.
- 5. Attend meetings called by the Director of Operations or Route Supervisor.
- 6. Show proper care and respect for equipment at all times.
- 7. All drivers and/or monitors are required to maintain their bus in excellent condition including cleanliness (inside and out), pre-trip & post trip inspections, proper fluid and fuel levels at all times and submit work orders for any shop work when needed.
- 8. All drivers and monitors are required to fully clean their bus (per Directors instructions) at the end of school year and submit it for inspection approval.
- 9. \*IF necessary employees will be paid up to 4 hours extra for cleaning their assigned bus at the end of the school year after approval of inspection is obtained.
- 10. Show proper respect for the students.
- 11. Carry a watch or timepiece of some kind at all times while on duty and keep its time correct.
- 12. Fill out all applicable forms completely, accurately, and in a timely manner.
- 13. DRESS ATTIRE must be neat in appearance.
  - a. Vulgar or suggestive language, pictures, or symbols shall not appear on any clothing worn Maintain acceptable dress code standards for drivers.
  - b. Must wear shoes while on a school bus. All shoes must be secured to the feet at the heel and have a closed toe. No open toe shoes for either drivers or monitors are allowed.
  - c. Every driver must wear a shirt. No tank top or sleeveless undershirt on school property. Clothing that reveals undergarments or clothing of a similar nature is unacceptable.
  - d. If shorts are worn, they must be of Bermuda or walking short length (not more than 3 inches above the knee). No ripped jeans, shorts or cut offs, unless hemmed, are allowed.

- e. Tight fitting pants or clothing so tight as to be considered "revealing" is unacceptable.
- f. No halter-tops or tube tops.
- g. No pajama pants
- 14. Be on time for work.
- 15. Employees are expected to register their time only for themselves at the transportation terminal or as the Director of Operations approves.
- 16. Drivers and Monitors Clock In -

At least 30 minutes before your duties start. Otherwise you may be considered late and your duties could possibly be covered by a substitute.

Other Employees Clock In - are to adhere to their designated work hours.

17. YOU MAY NOT CLOCK ANYONE ELSE IN OR OUT.

Drivers and Monitors Clock Out -

Within 5 minutes of exactly 3 hours of start time.

Other Employees Clock Out - are to adhere to their designated work hours.

#### NOTES:

The use of remote clock in/out will not be allowed or accepted. Times may vary IF unexpected delays occur during drive times (mechanical issues, accidents, etc.). There will be NO comp-time without approval first. ALL comp-time should be paid out each pay period for 9-month employees. Time may vary as specified by the Director of Operations, Supervisor or their designee.

- 18. A minimum of two (2) hours notification to a Supervisor is required for any absence. If less than two (2) hours is provided, you may be considered a "no-show" unless the absence is considered an approved emergency as determined by the Director of Operations.
- 19. When an emergency arises, contact a Supervisor as soon as possible. Emergency absence approval is at the discretion of the Director. Drivers are placed on their honor to not abuse this accommodation. Absences for personal convenience or excessive absences could result in corrective action up to and including termination.
- 20. The Transportation Office and Maintenance Shop are business areas. Please do not carry on unnecessary conversation with the office personnel and the mechanics.
- 21. NO SMOKING OR TOBACCO USE IS ALLOWED ON SCHOOL PROPERTY. THIS INCLUDES VAPOR PRODUCED BY AN ELECTRONIC CIGARETTE OR SIMILAR DEVICE. Profane, vulgar, or suggestive language is not permitted on the bus, during or around any school activity or on school property. This includes the transportation complex.

- 22. Profane, vulgar, or suggestive language is not permitted on the bus, during or around any school activity or on school property. This includes the transportation complex.
- 23. No drivers or monitors are allowed beyond the yellow line in the garage. This is a safety violation and could result in a fine from OSHA. Employees are not permitted to congregate in the garage. The transportation lounge is provided for your use prior to, and after running, their bus routes.
- 24. Report all school related injuries that happen either to yourself or a student, immediately to a supervisor. An accident/incident form is available in the Transportation office.

# **Use of Cellular Phones**

Most drivers carry cellular phones; however, they are not to be used while the bus district vehicle is in motion. They are to be used only for an emergency situation that may arise during the time the route is being driven. If a cellular phone must be used, pull over at a safe location, secure the bus, and then make the call or text (H.B. 1965 & S.B.183) Driver headsets and/or Bluetooth items are not permitted on a bus.

Most monitors carry cell phones. They may be used to contact parents/guardians in reference to student care and contacting dispatch.

#### **Child Check Procedure**

Before exiting the bus, the driver and /or monitor will make a walk-through of the bus to inspect for sleeping students, lost or forgotten items, vandalism, or other damage to the interior of the bus. LEAVING A CHILD ON A BUS ALONE COULD RESULT IN CORRECTIVE ACTION UP TO AND INCLUDING TERMINATION.

#### Parking — Buses and Personal Vehicles

All school buses are to be parked in the designated spaces only. No buses are to be left unattended in and around the office and garage area. This area can become quite congested which increases the possibility of an accident.

Personal vehicles are to be parked in the lot on the west side of the football field, the area west of the bus lot between the pavement and the maintenance dumpster, or the upper parking lot to the east of the garage area. Personal vehicles may be parked temporarily in the office parking area while signing in or out in the dispatch office. Vehicles may not be left in this parking area otherwise. This area is reserved for office personnel and visitors. No double parking. Please park in the designated areas only.

#### **Bus Assignments**

Buses are assigned to routes by the Director of Operation, Route Supervisor and Route Coordinator and are subject to change at any time.

Proper care and/or lifespan of any bus are key factors when assigning or changing buses.

## **Route Assignments**

Routes are assigned to drivers and monitors by the Director of Operations, Route Supervisor and Route Coordinator are subject to change at any time. Drivers and monitors may be consulted as a part of the change process, but must be willing to gracefully accept any required change in their route assignment.

# **Route Openings**

The following procedures are the method by which the Transportation Department will attempt to fill open routes. It should be noted, however, that this procedure is subject to change when deemed necessary. Openings will be posted for three days. At the end of three days, at 5:00pm, the posting will be closed.

- 1. Drivers desiring an open route will apply for the Open Route posting.
- 2. Selection will be based on attendance history, driving skills, accident record, adherence to District policies, professionalism, legitimate complaints received and student management, though not weighted in that order.
- 3. The Director of Operations or designee will make the final selection after review.

#### Substitutes, Coaches, & Trip Drivers

Substitutes, Coaches, and Trip drivers carry the same responsibilities and expectations as a regular driver and are subject to the same rules and regulations.

There are three categories of substitutes:

- 1. Full time substitutes 6-hour AM & PM drivers who report to the dispatch office at a specific time each day. They will drive any route assigned to them by the dispatch office.
- 2. Part-Time substitutes 3-hour drivers who report to transportation at a specific time each day. They can either drive or monitor any route assigned to them by dispatch.
- 3. On call substitutes drivers who are used on an "as needed" basis, driving a specific route as assigned by the dispatch office.

#### **Evaluations & Bus Observations & Discipline**

All employees will undergo a written evaluation of their performance annually. The Director of Operations, or another supervisor will conduct this written evaluation. Employees who are found deficient in any area will be put on a plan of improvement. Bus observations may be conducted by the Director, a Supervisor or their assigns anytime and are used as part of the evaluation process.

Discipline procedures will follow a progressive pattern as follows:

- A. 1<sup>st</sup> Offense, Verbal Warning is issued and documented in Personnel File
- B. 2<sup>nd</sup> Offense, Written warning is issued with possible suspension without pay
- C. C. 3<sup>rd</sup> Offense, Written warning, corrective action up to and including termination.

## **Driving Regular Bus Routes**

Regular bus route, as used in this handbook, refers to any regularly scheduled trip a bus makes for which there is a printed schedule. All bus routes have a printed schedule with designated stops, a list of students riding by stop, and a corresponding map. Keeping these documents current is the responsibility of the driver and a supervisor.

Dry runs, (practicing assigned routes on a bus) is mandatory within three (3) days prior to the first day of school. Check directions, timing and stops listed on your route sheet to ensure on time performance and route information integrity. If edits are required, please see a supervisor immediately to <u>set an appointment</u> for revisions needed.

# **General Information and Requirements**

Drivers will follow the designated route exactly as printed and will make no changes. Exceptions to this are roadwork/construction areas, accident, weather factors or an emergency as determined by a Supervisor. When this happens, the Transportation Office will be notified immediately and an alternate route may be formulated. When the exception is cleared, the designated route will again be followed.

- 1. Drivers will make their first stop exactly at the time printed on the route sheet and subsequent stops as printed or a couple of minutes later but never early. Update routes often with a supervisor.
- 2. No driver will arrive at the first school before 7:15 a.m. and will not unload students until an office radio all-call is made to release students at 7:20 a.m.
- 3. In the afternoon, NO DRIVERS will be at their first school before 3:05 p.m.
- 4. No driver will leave any school before 3:20 p.m. after an office radio all-call is made authorizing departure for all buses unless prior approval is obtained from a supervisor.
- 5. Stop for students to get on or off the bus only at the location designated by the route sheet. The
- Transportation Office must approve any exception in advance. Once departed, Drivers will not go back to schools or stops (AM & PM) without prior approval from a Supervisor. CALL DISPATCH FOR PERMISSION
- 7. Drivers will never pass a waiting bus without prior approval from a Supervisor. CALL
- 8. DISPATCH FOR PERMISSION
- 9. Seat assignments are **mandatory**, either by name or grade, on all regular route buses. A seating chart must be provided to the Transportation office, kept on file and up to date as seating charts change. (This is required information when an incident and/or accident occurs)
- 10. Drivers must wear their seat belts when driving a bus. Cited violations are the driver's responsibility.
- 11. All students must be seated before moving the bus.
- 12. Let no student on or off of the bus except at designated stops. The Transportation Office must approve any exception in advance. Should a student insist on disembarking at a stop that is not his own, do not physically try to stop the student. Follow district disciplinary procedures upon returning to the office.

- 13. Drivers/monitors should make every effort to control the students on their bus. Enforcement of the bus rules should be consistent and reported in a timely manner.
- 14. Students are never allowed to sit in the driver's seat or operate any of the bus equipment.
- 15. Drivers/monitors do not have the authority to remove a student from the bus or deny them riding privileges if they are properly registered on that route. The district discipline policy will be followed to remove a student from the bus.
- 16. All drivers/monitors must use extreme caution about touching students. Unless it is absolutely necessary and for safety purposes only, bus drivers should never touch a student.
  - a. Document all counseling done with students.
- 17. Never swing, point, or throw any object at a student, or threaten to strike a student.
- 18. Observe all traffic laws.
- 19. If you exit the bus for any reason, turn the ignition off and take the key with you.
- 20. Backing a school bus requires prior approval from a Supervisor, except when it is a necessary turn around on route or backing into the bus lot. CALL DISPATCH FOR PERMISSION
- 21. 19. Drivers are expected to abide by the same rules as the students in regard to eating and drinking on the bus. Drivers may only take bottled water on the route with them. Exceptions for students and drivers are for documented medical reasons only that may require food.

# **Traffic Violations**

In addition to the regulations in effect under the State Department of Education and the State Department of Public Safety (which enforces the federal Commercial Driver's License — CDL regulations), the following policies will be in effect as well:

- Drivers who receive citations or failure to devote full time and attention to driving while in the execution of their duties are subject to suspension or dismissal upon a plea of guilty, a forfeiture of bond, or conviction. Verified, formal complaints of the same will merit the same treatment.
- 2. Drivers who lose their CDL through Department of Public Safety action will immediately be suspended, pending investigation, and are subject to dismissal.
- 3. All other traffic violations not mentioned above will be addressed on a case-by-case basis, using these policies as guidelines.
- 4. Drivers must report any citation received, either on or off duty, immediately to their Supervisor. Failure to do so could result in corrective action up to and including termination.

# Pre-Trip & Post-Trip ... Also see Addendums H & G

Before starting out, the driver must be satisfied that the motor vehicle is in safe operating condition. If the last vehicle inspection report notes any deficiencies, the driver should review and sign, noting that necessary repairs have been completed.

Safety is the most important reason you inspect your vehicle. Safety for yourself and for other road users.

Federal and state laws require that drivers inspect their vehicles prior to each trip. (FMCSR Part 396 Inspection and Repair) Failure to inspect your vehicle, as required by law, could result in corrective

action up to and including termination. Federal and state inspectors may also inspect your vehicles. If they judge the vehicle to be unsafe, they will put it "out of service" until it is fixed.

# Daily Trip Sheets & Work Orders

- 1. Fill out a Daily Trip Sheet for your regular routes each day. Complete it fully and place it in the basket located on the dispatcher's counter.
- 2. If you discover something on your bus that needs immediate attention, write the problem on the daily trip sheet. IF the mechanic has a question they will come to you.

# 3. NO WORK ORDER = NO REPAIR

#### Proper Use of Two-Way Radios

Radios are to be used for school business only; personal use is not only against policy, it is also illegal. Always identify yourself when beginning and ending your conversation, i.e., "Bus 29 to Base" and "Bus 29 Clear".

- 1. Adjust the volume on your radio and leave them at that setting.
- 2. Leave the microphone in its hanger unless you are using it.
- 3. Do not say anything over the radio that would compromise our position as a school district or that could impact anyone in a negative way. Do not make jokes or wise cracks. Always be professional.

# Two-way radios are to be used for the following:

- 1. To report heavy traffic congestion.
- 2. To report vehicle accidents.
- 3. To report severe discipline problems on and off the bus.
- 4. To report breakdowns.
- 5. To report difficult or hazardous road conditions.
- 6. To ask for directions.
- 7. To report or receive rider information.
- 8. To report or receive weather conditions.
- 9. To report an angry patron approaching or attempting to board the bus.
- 10. To report bus loading zone problems.
- 11. To report or receive field trip information or problems.
- 12. To report vandalism.
- 13. To report medical problems.
- 14. To report questionable behavior on the part of a patron.
- 15. To report or receive route information.

#### These reasons are not all inclusive but should provide parameters

#### by which the driver can properly use the system.

#### **Driver Accident Procedures**

Drivers are required to know and follow district accident procedures.

The accident procedures, a driver checklist, and a seating assignment chart, should be included in a clipboard or expanding file and carried on each bus or school district vehicle at all times during use.

ANY time a bus or another district vehicle is damaged in ANY way, it is considered an accident.

If and when a driver is involved in an accident, these steps are required:

- 1. Stop and secure the vehicle Be sure to properly place reflective triangles. Do not let your vehicle become involved in another accident or be the cause of another accident.
- 2. ASK IF THERE ARE ANY INJURIES, ETC.
- 3. Radio/Call into dispatch with location and a brief description of the accident. (fender bender with another vehicle etc.)
- 4. Make sure the students stay where they are seated.
- 5. Render aid first to your students and then to any other injured people.
- 6. Fill out Seating Assignments report with the full name of student & grade. \*AGAIN, ask each student individually if they are injured.
- 7. Do not leave the students unattended.
- 8. Follow all instructions from law-enforcement.
- Do not release students to leave the bus or school vehicle until released by law enforcement. If transferring to another bus or school vehicle take precautions for a safe transfer. If released to their parents (you must have positive identification and approval of the Director or Route Supervisor).
- 10. Make statements only to law-enforcement, school personnel, or our insurance company.
- 11. A report must be made, in writing, on all accidents no matter how minor the damage.
- 12. Failure to report an accident will be grounds for dismissal.

# Mechanical Breakdown

- Secure the bus or district vehicle in a safe location, if possible. Let the students know you are having mechanical problems. Place the reflective triangles according to state law. CALL DISPATCH. Try to have some idea of the problem and relay that information.
- 2. Do not allow anyone to attempt any mechanical repair except school personnel or their designees.
- 3. If the bus is stuck do not allow anyone to attempt to pull it out except school personnel or their designees.
- 4. Under no circumstance should you leave the location until transportation personnel have arrived.
- 5. Let the students know you are having mechanical problems
- 6. Do not release students to anyone except their parents or guardians (you must have positive identification and approval of the Director or Route Supervisor).
- 7. Do not allow students to walk home.
- 8. Take special care in the transferring of the students from your bus to the replacement bus.

# **Drug Testing**

In compliance with the Omnibus Transportation Employee Testing Act of 1991, the Guthrie Public Schools has implemented Drug and Alcohol Testing as of January 1, 1995. Compliance will consist of the following:

- 1. Pre-employment drug and alcohol testing every applicant who is offered employment with the district as a school bus driver will be tested for the presence of alcohol and drugs, as defined by the Testing Act. A positive result will be grounds for the withdrawal of the offer of employment.
- 2. Random testing all district drivers who hold an Oklahoma Commercial Driver's License will be put into a pool from which the random selections will be made. Selections are computer generated. Once the selection for that particular test is made, those names will go back into the pool this means that it is possible that a driver could be tested two times in a row.
- 3. Note: Testing will be conducted without prior notice. As a rule, testing will be conducted at the Maintenance Office.
- 4. Post-accident under certain conditions, post-accident drug and alcohol testing is required when an accident is involved. Contact the Transportation Office immediately after every accident for further instructions.
- 5. Reasonable suspicion Supervisors have received intensive training to recognize symptoms of drug and alcohol abuse. Drivers who exhibit unusual behavior will be subject to drug and alcohol testing.

For further information regarding the policies and procedures, ask for a copy of the district drug and alcohol testing policy.

## The Following Offenses could result in corrective action up to and including termination.

- 1. Excessive Absenteeism
- 2. Using a cell phone while driving a bus, includes headsets, Bluetooth and other distracting technology devices.
- 3. Using tobacco, alcohol or drugs while on school property, whether students are present or not.
- 4. Giving students cigarettes or tobacco in any form.
- 5. Knowingly allowing students to use tobacco, alcohol, drugs on school property at any time.
- 6. Giving students alcohol or drugs in any form.
- 7. Leaving school sites before the scheduled departure time in the afternoon.
- 8. Altering bus routes without prior approval, unless the roads are impassable.
- 9. Excessive accidents.
- 10. Knowingly letting a student off of or on the bus at any place except their assigned bus stop.
- 11. Failing to perform driver pre- and post-trip inspections and fluid level checks.
- 12. Any other offense as addressed by District policy.
- 13. Failure to report an accident in which the driver is involved.
- 14. Failure to report any traffic violation, on and off duty, or driver's license suspension.
- 15. Careless or reckless driving of a school bus.
- 16. Insubordination

# Addendum A

#### Philosophy

Guthrie Public Schools buses are operated as a service to transport students to and from school, and other Board approved functions safely and efficiently. Were it not for this, there would be no need for buses, drivers, or a Transportation Department.

Driving a bus should not be an interruption in our day, and it is our intent that the experience students have with the Transportation Department is a pleasant one.

We will attempt, within our capabilities and resources, to treat everyone equally. Any service provided for one student, school, or patron will be provided for all others under similar circumstances.

The school district intends for all employees to be treated fairly. Every effort will be made to make the bus employee's job as pleasant as possible. A cooperative effort on the part of the employee, site principals, and Central Office personnel should result in a smooth operation of the Transportation Department.

All the rules and regulations concerning school bus operations were made for a reason. Some are required by law and others by the school board. None are made without serious thought, and ALL must be adhered to strictly both for the safety of the riders and the functionality of the equipment.

Today, it costs over \$80,000 to purchase one bus. Therefore, we are all responsible for carrying out our jobs in performing the inspections and maintenance of buses, being careful and safe drivers, and controlling our students so that our buses enjoy a long and safe life.

# Addendum B

# **Beyond Driving**

Few people realize that ALL employees and the Transportation Department as a whole are most vital to the education of students and also to the school system's public relations program. Transportation is so vital that school will be dismissed if the buses cannot run their routes. Since approximately eighty percent (80%) of Guthrie School students are transported, school bus drivers and monitors have a great opportunity to enhance public relations with the district's patrons. Also, those taxpayers who have no children riding the bus come in contact almost daily with school buses on the streets. Because of this, the Transportation Department, as much or more than any other single department, affects public opinion toward our schools.

School bus drivers should be aware at all times that they are very conspicuous when driving a big, yellow vehicle. Everyone connected with the schools represents the school system. Often, public attitude

toward the system is determined by the actions of a single representative, and because school buses have district identification on the sides of them, public opinion may be swayed by the action of one bus. Drivers who are especially courteous create a good image for their school district. Please think before you act. Common sense, courtesy and good judgment will prevent or solve most problems before they develop into a crisis.

The bus driver is the first school representative a student meets each morning. If it is a pleasant meeting and a pleasant ride to school, the student has a much greater opportunity for a successful learning experience that day. If the bus ride is unpleasant, the student often begins the day with a negative or hostile attitude toward school.

Likewise, since the last school representative a bus rider sees in the afternoon is the driver, we can send him or her home with a pleasant feeling toward school by making the trip home a positive experience. It is advantageous for all transportation personnel to make every effort to see that a student's time on the bus is as pleasant as possible.

This handbook is intended to provide Guthrie Public Schools transportation employees with the basic information, rules and regulations necessary to effectively operate and maintain the department. The information contained in this book is to be used in conjunction with the District Support Personnel

Handbook, Parent/Student Bus Rider Handbook, the School Bus Driver Manual published by the State Department of Education and the Oklahoma Commercial Driver's Manual published by the Oklahoma Department of Public Safety.

# Addendum C

#### State Department of Education Requirements for School Bus Drivers in Oklahoma

#### School Bus Driver Certification Standard Certificate

Qualifications of a School Bus Driver

Certification Requirements (Excerpts from OAC 210:30-5-1)

- (I) The employing school's Chief Administrative Officer or designee shall certify to the Oklahoma State Department of Education (OSDE) that each applicant submitted for a Standard Five-year Certification:
  - (i) Is at least 18 years of age.
  - (ii) Has successfully completed a school bus driver certification course approved by the Oklahoma State Department of Education.
  - (iii) Holds a valid Commercial Driver License (CDL) appropriate for the type of vehicle driven with P and S endorsements required by the Department of Public Safety.
  - (iv) Has not been convicted, plead guilty or no contest to a felony during the last ten(10) years.
  - (v) Has passed a driving record check, and no certificate shall be issued to a person who within the preceding three (3) years:
  - (I) Has had a license suspended or revoked, canceled, or withdrawn pursuant to the Implied Consent Laws at 47 0.S. S 751 et seq.
- (II) Has a conviction for a violation of 47 0.S. S 11-902 which includes driving, operating or being in actual physical control of a vehicle while under the influence of alcohol or any intoxicating drug.
- (III) Has been convicted or plead guilty to a violation of 47 0.S. S 761 , operating a motor vehicle while impaired by the consumption of alcohol.
  - (IV) Has been convicted of any municipal violation of driving under the influence of alcohol or drugs, or operating a motor vehicle while impaired, or being in actual physical control of a motor vehicle while impaired.
  - (V) Has had four (4) or more traffic violations (excluding parking tickets).

#### Addendum D

#### **Purpose of the Position**

The School Bus Driver is responsible for safely operating the school bus on a regular daily schedule.

# Scope

The School Bus Driver is responsible for safely operating the school bus according to a set daily schedule. He/she must ensure that the school bus is in good operating condition at all times, pick up and drop off students as per the schedule, maintain order and security on the bus and obey all laws, regulations and rules of conduct.

The School Bus Driver must also deal with district patrons, parents, and other members of the public in a courteous and respectful manner. This includes receiving complaints about schedules and levels and quality of service. The School Bus Driver must make note of and report on any such complaints and respond in a courteous and respectful manner.

It is critical for School Bus Drivers to operate the School Bus in a safe manner.

Failure to ensure the safe passage of students to and from school may result in serious liabilities for the District. Operating in an unsafe manner may result in injury or even the loss of life, which would have tragic consequences for the community as a whole.

# Knowledge, Skills & Abilities

(The knowledge, skills and attitudes required for satisfactory job performance) Knowledge

The school bus driver must have proficient knowledge in the following areas:

- knowledge of highway and school bus regulation
- knowledge of how to deal with children
- knowledge of how to deal with children with special needs
- knowledge of scheduling system and procedures
- knowledge of record keeping system
- knowledge of equipment inspection standards and procedures Skills

The school bus driver must demonstrate the following skills:

- ✓ ability to operate school bus in a safe and responsible manner
- ✓ patron and student service and public interaction skills
- team building
- analytical and problem-solving skills
- decision making skills
- effective verbal and listening communications skills
- ✓ ability to read and write to record pickups and maintain daily records
- stress management skills
- time management skills

Personal Attributes:

The school employees must demonstrate the following personal attributes:

- be honest and trustworthy
- ✓ be respectful
- possess cultural awareness and sensitivity

- 🗸 be flexible
- demonstrate sound work ethics
- ✓ deal with the public in a positive, courteous and respectful manner

#### **Routine Responsibilities of the Bus Driver**

- 1. Operate the school bus in a safe and effective manner in order to minimize the risk of injury, property damage or loss of life
- 2. Perform and record your pre- and post-trip inspections. If any of the following conditions are found during the pre-trip inspection, notify the Transportation Office, and the bus will be taken out of service until repairs are made:

Fluid leaks; cracked or broken glass; service door and/or emergency exits not functioning properly; flat tire; separated tread or cords showing; head light, stop light, or turn signal light burned out; load lights not working.

- 3. When you fuel your bus, stay with it. When the tank is full, replace the fuel cap, hang up the hose, and move your bus. Please be very careful that the information put into the computer at the pumps is correct. Never put the tenths of a mile shown on your odometer into the computer.
- 4. YOU MUST SUBMIT A WORK ORDER FOR ALL MAINTENANCE NEEDS
- 5. Maintain the accuracy of your route sheets, student rider list, route map and seat assignments.
- 6. Follow your route and schedule as printed. When you are unable to do so, report the reason you cannot so that proper adjustment(s) can be made. Be sure you do not leave your first stop early. It is much better to run one or two minutes late than to run even one minute early.
- 7. If a child does not know where to disembark from the bus, notify the office as soon as you have made your discovery and you will be instructed as to what you should do.
- 8. While students should know how to operate the emergency door, no student is to enter or exit through this door except during emergency drills or in the event of a real emergency.
- 9. No one other than your normal route students will be allowed on your bus.
- 10. No buses are to be parked in the office area, including in front of the garage, except when fueling. Park your bus at the end of each run and after trips in its assigned parking area only.
- 11. Close all windows, doors, and top vents, and lock the emergency door and the loading door at the end of each run and after returning from field trips.
- 12. Before you move your bus, look around to be sure you can begin to move without hitting something. Stay away from canopies at drive-in restaurants and service stations. Pay attention to what you are doing at all times.
- 13. Follow the prescribed 15-step loading/unloading procedure as per state law 47 OS 15-109:
  - 1) Start amber warning lights 300-100 feet before the bus stop. 2) Turn on the right directional signal.
  - 2) Pull completely off the road or as far to the right as possible and stop.
  - 3) Set the parking brake and shift to neutral gear.
  - 4) Turn off right directional signal.
  - 5) Visual search.
  - 6) On older buses crack door, start red loading lights, on newer buses flip the appropriate toggle switch to start the red loading lights.
  - 7) Visual search.
  - 8) Open door.
  - 9) Visual search (direct students).
  - 10) Close door.
- 11) Select gear and release the parking brake.
- 12) Visual search.
- 13) Turn on left directional signal.
- 14) Visual search, then proceed.
- 14. Check the interior of your bus after every run to make certain there are no sleeping children, or forgotten items, and to make sure that the bus is clean.
- 15. Place a box or suitable container for trash in the right front comer of the bus under the glove box. Keep this trash can empty and clean after each trip.
- 16. Every bus is to be swept a minimum of once each day. If two people drive the same bus, the bus should be swept after every trip. Trash is not to be swept onto the lot or the ground. Put it in a trash can!
- 17. If it is not necessary for you to fuel your bus each day, please fuel it when it reads 1/2 full. Do not park a bus with less than 1/2 tank of fuel in it. There is no excuse for running out of fuel on your route.
- 18. Make certain your bus has a fire extinguisher, first-aid kit, clean up kit, and reflective triangles every time your bus leaves the bus lot. These items should be properly secured.
- 19. Inspect the fire extinguisher at least once a month to determine that it is still fully charged, if it is initial the tag. If the fire extinguisher is not charged notify a mechanic.
- 20. Never leave the ignition key in your bus while it is parked. If you must leave the bus unattended, even for a very short period of time, take the key with you.
- 21. If you are using a spare key return the key to the box after each trip. The only reason to take a spare key with you is if you have an after- hours trip. Regular drivers will have a key to their route bus issued to them, they are responsible for bringing and keeping the bus key.
- 22. The speed limit around the bus complex is 5 MPH.
- 23. Be sure your bus is parked in its proper place, the windows are closed, all lights are turned off, and all doors are locked.

# Addendum F

# Transportation for Special Needs, IEP's, and Other Student Concerns

# Responsibilities of the driver and/or monitor

An orientation for transporting students with special needs, IEP's and other student concerns will be scheduled at the beginning of each school year. The transportation orientation will include student information pertinent to the school bus driver and monitor regarding the student's physical, mental, and emotional needs to assure a successful bus ride for their assigned students.

The district's special needs staff should be aware of the individual concerns of those students riding a school bus and should share such information with the bus drivers. Some common concerns are listed below, but it is not an all-inclusive list.

1 A communication system must be clearly defined so that information can be shared quickly and efficiently, even on a day-to-day basis if necessary, between drivers and personnel responsible for the educational program of students with special needs and other concerns.

- 2 Prior to the first bus run, drivers should be told of students with any type of disability who may require a monitor's assistance to get on/off the bus due to braces, prosthesis, vision, hearing, etc.
- 3 The parent (or their designee) is responsible for "door-to-curb," "curb-to-door," and "street crossing" of the child to the loading and unloading point, and should be advised to use extreme caution.
- 4 The bus driver and monitor needs to be told of their passengers with autism, allergies, behavior concerns, epilepsy, diabetes, cerebral palsy, etc. Specific procedures for pupils with such conditions should be clearly outlined and understood by the driver and monitor in case of a medical emergency on the bus.
- 5 Bus drivers and monitors should be trained in the proper way of lifting students with orthopedic braces, etc., and the techniques for strapping such students in the bus seat to assure a safe ride in consideration of their specific needs.
- 6 If there is a student riding a school bus who needs social support or emotional support (for any reason), their district's teachers should communicate the student's needs with the bus driver and monitor and develop techniques to ensure the daily commute to and from school is safe and successful
- 7 Socialization is necessary for all children. Bus drivers and monitors should share in the responsibility of assisting children and youth with disabilities to remain as "normalized" as possible with other students by developing a posture of expectation, kindness, and understanding of each individual's need while under their responsibility to and from school or other school related activities.
- 8 CPI Training before you are allowed to touch or restrain a student.
- 9 Bus monitors are responsible for assisting children with getting on and off of the bus safely. They must also make sure that children are in their assigned seats. They must make sure that children get off of the bus at the correct stops and that they are being released to the correct guardians.

# Additional Responsibilities of the Monitor

The duties of a bus monitor include making sure that children remain safely seated while the bus is in motion, maintaining order on the bus, understanding and following written and oral instructions, following basic principles of childhood development and establishing good relationships with the children, the bus driver, the parents and other staff.

Monitors must also make sure that there aren't any children left behind after the bus route is completed and pick up any trash left behind on the buses

Need to be aware of the route pattern and its stops in case you have a substitute driver.

Need to be familiar with all the equipment on the bus and be able to do the pre-trip and start the bus. You must know how to operate the lift on the wheelchair buses.

# Skills needed to be a Bus Monitor

The skills required to become a bus monitor consist of active listening skills, instructing skills, speaking skills, and oral expression skills. Bus monitors should be able to give full attention to what children, parents or other staff are saying. They should be able to teach children how to do things, like put their seat belts on or sit back and follow procedures. Speaking skills come into play when communicating with children, the bus driver, parents or other staff. Bus monitors have to be able to convey information effectively. Bus monitors should also be able to communicate information that others understand which will be easier with oral expression skills. Bus monitors should also possess social perceptiveness, problem sensitivity, speech clarity and inductive reasoning skills. They need to be able to speak clearly, tell when something is wrong, be aware of others' reactions and understanding why they react the way that they do. Being able to combine pieces of information to form general rules or conclusions is of utmost important when caring for children.

# Knowledge needed to be a Bus Monitor

Bus monitors should have knowledge of the English language, public safety and security policies and procedures, psychology, and personal service. Assessing the needs of children and others around them is important for a bus monitor. Having knowledge of human behavior and performance is imperative in dealing with children and their parents, as well as other staff. Being able to safely and securely carry out safety procedures when it comes to children is the most important thing to consider as a bus monitor. They should have knowledge of relevant equipment, policies, procedures and strategies.

# Working Conditions

Bus monitors have hours and a work schedule that are determined on an annual basis. They may have to deal with loud and unruly children and harsh weather conditions when helping children on and off the bus. Bus monitors usually work full-time (6 hours) and sometimes on a seasonal basis, as they only work when school is in session. They usually are off on the holidays.

# Addendum G new weekly report sheet

# **Pre-Trip Inspection**

Oklahoma SDE Pre-Trip and Post Trip School Bus Inspection Report

This report is required each time students are transported in a school bus for any reason. Keep on file for at least ninety (90) days. OAC 210:30-5-1

These 14-steps are taken from the SDE Oklahoma School Bus Driver Manual. If any bus defect is found: (1) Document details on the back of this form; (2) Report defects to the school district's designated supervisor; (3) Keep documentation of completed bus repairs.

A checkmark in each box below to indicate the step has been completed. In the right column, indicate with an "X" if a repair is needed. PRE-TRIP Indicate with an "0" when repair is completed.

- 1. Raise the bus hood and check all fluid levels, each belt, and each hose. REPAIR NEEDED \_\_\_\_
- 2. Examine each tire for proper inflation, adequate tread, and any wheel or tire damage. REPAIR NEEDED
- 3. Check the exhaust system for leaks, fumes or defects. The exhaust pipe should be flush with the back bumper, or if it is located behind the rear wheel, flush with the side of the bus. REPAIR NEEDED\_\_\_\_
- 4. Inside Bus: emergency reflectors, fire extinguishers, first-aid kit, bodily fluids clean-up kit (not expired) REPAIR NEEDED
- 5. Check that each bus seat and cushion is secure and has no tears or protruding metal. REPAIR NEEDED
- 6. Check that the bus's Emergency Exits open easily and the warning buzzers are operable. REPAIR NEEDED
- Turn on all bus lights. Use an assistant as needed to verify all are operable: (a) loading lights (b) directional signals (c) head-lights (d) tail-lights (e) clearance lights (f) reverse lights. REPAIR NEEDED\_\_\_\_
- From the driver seat, check that these items are operable: (a) windshield wipers (b) washer fluid (c) horn (d) parking brake (e) foot brake/air brakes (f) heater (g) defroster (h) steering/steering wheel (i) gauges REPAIR NEEDED
- 9. Check each mirror for damage and assure each is properly adjusted. Check the driver's seat belt. REPAIR NEEDED

SPECIAL EQUIPMENT (when applicable): Check the operation of the bus's wheelchair lift, adaptive equipment and straps. Verify that a "strap/belt cutter" is located within reach of the bus driver. REPAIR NEEDED

# TRIP INSPECTION FORM USED BY DRIVERS

SDE Pre-Trip form OAC 210:30-5-6

6/2016 Chapter 2 of the Oklahoma School Bus Driver's Manual has thorough Pre-Trip instructions

District Guthrie Public Schools

Bus

Date	s		
A.C. 5 P.	_	_	_

Starting Mileage\_ Ending Mileage\_

Driver\_\_\_\_

✓ - satisfactory condition

X - repair needed

O - Repair completed

	mo	tu	we	th	fr
Lights, Lenses and Reflective material					
Windshield					
Windows	-	1			
Wipers	-			1	
Service Door		· · · · · · · · · · · · · · · · · · ·			
Mirrors					
Bumpers		1			
Fuel Cap/Door	1				
Drive Shaft			1		1
Exhaust					
Frame					1
Suspension	1	1			
Brakes	1			-	
Stop Arm	-	1			
Battery Box				1	
Optional equipment					
Engine Compartmer	nt				-
Fluids	1.		1.		
D the set of the		-			-

Belts and Hoses			2.1	1	
Fuses					
Wiring		-		-	
Air compressor	-		1		
Alternator	12.00	1.	1	1.1	
Water pump			100		
Steering assembly	111				
Suspension			1.11	-	-
Wheels					
Tires (CTI)					
Rims/Lugs			1	1	-
Hubs	1				

Step well	1.11		1.11	
Emergency		-		1
Equipment				
Driver's Seat			1	
Mirrors			1	-
Windshield		-		1
Wipers				-
Switches and				1
gauges				1.5
Lights (dome)			1	
Exits			1	
Seats		100	1.1	
Aisles			1	
Air Brake Test				
Pressure Retention				1
Low pressure		_		
warning				
Spring brake test			1	
Pressure build				
Parking brake hold		_		
5mph test			1	
Hydraulic Brake Test				-
Brake hold test				
(Emergency/Parking)				
Pedal pressure test			1	
Reserve system test				
(if equipped)				
Other Items (If equipp	ed)			
Lift		1.	1	1
Securement				
Equipment		h	_	1
Crossing Gates		1	1.1	
		1.11	1	1
A/C				

Repairs complete by

Date\_\_\_\_

POST TRIP Child Check

# Post-Trip inspections

A post trip inspection should be conducted at the end of each trip, day. This inspection will help your mechanics determine the need for any repairs. Drivers are required to prepare a daily written post trip inspection report at the end of each driving day.

# POST TRIP

- 1. Inside: The driver must walk the bus isle front-to-back and look in each seat for a child left onboard (possibly asleep).
- 2. Inside: Check each seat cushion for tears, cuts, or protruding metal. REPAIR NEEDED
- 3. Inside: Check each bus window, and the windshield, for any defects and for cleanliness. REPAIR NEEDED

Outside: Examine each tire for proper inflation and for defects/damage to wheels. REPAIR NEEDED

1. Secure the bus according to district policy. Leaving the keys in the bus is strongly discouraged. REPAIR NEEDED

# Post Trip Inspection (A.M. & P.M.)

- 1. Turn off all lights and accessories before stopping the engine (allow it to run 2-3 minutes before shutting it off.)
- 2. Make sure all defects are written down on the daily report sheet.
- 3. Submit a Work Order for all maintenance needs.
- 4. Check seats for vandalism and any students left on the bus.
- 5. Close windows, vents, and lock doors.
- 6. Return the ignition key (after each trip) to the box. (Drop key in the door slot after hours.)

Field Trip Pre-Trip and Post Trip Inspection

Each driver is required by law to perform a pre-trip inspection on his or her vehicle before leaving on a field trip. The procedures for field trip pre and post trip inspections are exactly the same as for a route bus.

# Addendum I

# **Activity Trips**

- 1. Activity trips are part of your job responsibilities, and as such, are not subject to the same parameters. Trips will be dealt with as much fairness as possible while making sure that the trips are covered in the best way possible.
- 2. ALL activity trip drivers are required by law to conduct a pre-trip and post-trip inspection for every trip, including filling out the inspection sheet. Make sure you have all of the required emergency equipment on your bus.

- 3. Drivers taking a trip after normal working hours should take all the steps necessary to be prepared to drive, i.e., taking keys, fueling bus, checking fluid levels, getting directions, checking out a credit card, etc.
- 4. Teachers, coaches, and sponsors are responsible for the discipline of the students on the trips and for the cleanliness of the bus when the trip is over. Make sure your sponsor understands what kind of conduct is expected.
- 5. It is the driver's responsibility to know the pickup times and directions to get to the destination; if the sponsor has a particular route they desire to go, have a cooperative attitude.
- 6. Each driver is required to carry a cell with them at ALL times. Make sure you and your sponsor(s) exchange cell numbers.
- 7.
- 8. If on a class activity trip during school hours. Make sure your sponsor(s) know that you must be back at the school site no later than 2pm.
- 9. If you experience a breakdown, try to contact the Transportation Office or one of its designees. Emergency numbers are located in the first aid box.

Note: No charges are to be made to the school district except those on a district credit card.

Do not expect reimbursement for any other expenditure.

- 10. No activity trip is to be made unless there is an adult sponsor on the bus. The site Principal and Route Supervisor may approve certain exceptions.
- 10. Drivers will take the group only to the destination(s) indicated on the trip sheet. If a sponsor asks to be taken to additional destinations, please inform transportation of the request.
- 11. Drivers will drive their own buses unless assigned another bus.
- 12. Close all windows, doors, and top vents after the bus is parked.
- 13. When more than one bus is assigned to a group, the buses will travel in a caravan. Each bus should stay within sight of the others however; state law requires that you remain at least 300 feet behind the bus in front of you. DO NOT TAILGATE In event of a breakdown or other problem, help is readily available.
- 14. Avoid parking your bus where you may hit something when you drive out. Walk around your bus before you get in it to drive so that you can be sure of where everything is located.
- 15. Permit no one to sit on the hood or the roof of the bus, or swing or hang from the service or emergency door.
- 16. Do not back your bus without a spotter.
- 17. Your time belongs to your sponsor. You are there to help as much as possible. While the

driver is not to "babysit" the bus and its contents, he/she will be expected to be reasonably accommodating. Let your sponsor know where you will be and be available if needed in an emergency. You are not to leave the venue to which you have traveled, certain exemptions may apply; However, you need to get approval from the transportation office and trip sponsor.

- 18. Overnight trips:
  - a. Mileage will continue until the bus returns to the Transportation Office. Time will run until the bus returns to the Transportation Office, less eight hours for sleep. Room and board are to be provided by the sponsoring group.
  - b. Multiple-night trips Time and mileage will begin at the normal place and time. Mileage will continue until the bus returns to the Transportation Office. Time will begin at the normal time and end that night when the group is settled in at their hotel and no longer require your services. On the day you are to return, time will start when they require your services and end upon your arrival at the Transportation Office. The sponsoring group is responsible for your room and board.
  - c. The sponsoring group will provide private quarters for the drivers. Two drivers of the same gender may be asked to share a room with each other.

### AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this \_\_\_\_\_\_ day of August, 2020 by and between the BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY on behalf of the LOGAN COUNTY SHERIFF'S OFFICE ("LCSO") and INDEPENDENT SCHOOL DISTRICT NO. 1 OF LOGAN COUNTY, OKLAHOMA, commonly known as GUTHRIE PUBLIC SCHOOLS ("GPS").

### **RECITALS:**

Pursuant to OKLA. STAT. tit. 74, §§ 360.19, 1008, GPS desires to contract with LCSO for one (1) law enforcement personnel for one (1) GPS school site(s), Charter Oak Elementary (individually referred to as a "School Site" and collectively as the "School Sites), while school is in session.

**NOW, THEREFORE**, in consideration of the fees provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

#### 1. SERVICES TO BE PROVIDED BY LCSO

- a. LCSO agrees to provide one CLEET certified, uniformed deputy sheriff to perform the services enumerated on Exhibit "A" at the School Sites during regular school hours, Monday through Friday, when school is in session, and at such other times as GPS may request for after-school activities and events.
- b. LCSO will utilize marked, fully equipped LCSO patrol cars and uniformed deputies on foot patrol. One marked LCSO vehicle will be present at either School Site during the hours designated in this contract.
- c. LCSO deputies shall work with GPS personnel on a cooperative basis.

#### 2. TERM OF THE AGREEMENT

a. The term of this Agreement shall be for an initial period from <u>August</u>, 2020 to <u>MAY</u>, 2021. After the initial period, this Agreement may be renewed annually by mutual agreement of the Parties.

### 3. COMPENSATION

- a. As compensation to LCSO for services provided under this Agreement, GPS agrees to pay LCSO a monthly fee of \$2998.17 for a total of \$29,981.70 per year from <u>August</u>, 2020 to <u>May</u>, 2021.
- b. If a deputy is absent during a school day for any reason, the deputy shall be replaced by another deputy qualified to perform the duties in a reasonable amount of time. If a SRO Deputy gets assigned a call for service a priority to release SRO Deputy from the call for service to return to their school as soon as possible. A call for service will not be considered absent from their SRO duties.
- c. Fees under Section 3(a) will be paid no later than the 15<sup>th</sup> of each month for services rendered during the prior month. All payments shall be credited to the LCSO Sheriff's Service Fee Account.

#### 4. INDEPENDENT CONTRACTOR

a. LCSO is and at all times shall be deemed an independent contractor and shall be wholly responsible for the manner in which LCSO performs the services required by the terms of the Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LCSO and GPS or any of LCSO's agents or employees. LCSO assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment, including services provided under this Agreement. LCSO, its agents and employees, shall not

be considered in any manner to be a GPS employee or entitled to any rights or privileges of GPS employees.

- b. LCSO and GPS will work cooperatively to provide the best working relationship possible to ensure that the needs of the individual schools, students, principals, school staff, and deputies are met. To facilitate this, LCSO will designate a point of contact for routine questions, scheduling, and day-to-day operational issues. GPS administrators, LCSO's designated representative, and LCSO's deputies assigned to a School Site will meet as needed to facilitate scheduling and operation of the program.
- c. While GPS will not directly supervise LCSO's deputies in the day-to-day performance of duties as a law enforcement officer, GPS may provide input or feedback to LCSO regarding performance. If GPS objects to the assignment of any personnel under this Agreement, GPS will review those objections with the designated representative of LCSO for final resolution of the objections.

### 5. ADDITIONAL PERSONNEL

a. Nothing contained in this Agreement shall limit the right of GPS to engage other law enforcement or private security personnel for special events or other school-related activities as GPS deems necessary. In the event GPS elects to engage additional personnel, the services will be coordinated with LCSO.

### 6. GENERAL DUTIES

- a. A description of general duties for LCSO deputies providing services under this Agreement is attached as Exhibits "A" and "B".
- b. It is anticipated that it may be necessary to amend Exhibits "A" and "B" from time-to-time to better reflect the scope of the general duties. For that reason, the Logan County Sheriff and the Superintendent of GPS are hereby authorized to make written, mutually agreed upon amendments to Exhibits "A" and "B" as needed.

## 7. INSURANCE

a. LCSO is self-insured. LCSO shall provide workers' compensation insurance in the amount required by Oklahoma law for all LCSO employees who are performing work under this Agreement.

### 8. TERMINATION AND ASSIGNMENT

- a. This Agreement may be terminated with or without cause by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.
- b. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

### 9. SEVERABILITY

a. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

### 10. ENTIRE AGREEMENT

a. This Agreement constitutes the entire understanding between the parties. No other agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. Except as provided under Section 6, this Agreement can be modified only by a writing signed by both of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, ON BEHALF OF THE LOGAN COUNTY SHERIFF'S OFFICE

### **INDEPENDENT SCHOOL DISTRICT NO. 3 OF** LOGAN COUNTY, OKLAHOMA A/K/A **GUTHRIE PUBLIC SCHOOLS**

MARVIN GOODMAN, Chairperson

By: \_

President, Board of Education

MONTY PIERCY, Member

MIKE PEARSON, Member

### **APPROVED AS TO FORM:**

By: \_\_\_\_\_

Assistant District Attorney

By: \_\_\_\_

Sheriff DAMON DEVEREAUX

# Exhibit A LCSO Deputy Duties

- 1. The primary function of the LCSO deputies serving as law enforcement personnel under the Agreement shall be to insure the safety of the students and faculty and provide campus security. Specifically, the deputies shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as a liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.
- A GPS school administrator, such as a principal, or designee, shall retain authority regarding all school issues. The LCSO deputies shall determine all law enforcement issues. The deputies shall communicate with the school administration regarding all law enforcement incidents at School Site(s) or at school related activities.
- 3. The LCSO deputies shall participate in mandatory training under state law and/or LCSO policy. The deputies should also participate in reasonable training programs provided by GPS that directly impact ability and skills as a law enforcement officer at a school.
- 4. The LCSO deputies shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The deputies shall also attempt to identify and counter deviant behavior and any other behavior that would be disruptive or unsafe to the students, faculty or district property.
- 5. The LCSO deputies shall be visible in a public relations role in order to provide a highly visible crime deterrent on school property in order to effectively promote security and order in the schools.
- 6. The LCSO deputies shall attempt to provide guidance and direction for students, parents and staff when appropriate, to work with the school administrators to resolve school-police problems, and to work with parents of troubled youth.
- 7. The LCSO deputies shall not enforce GPS regulations or rules unless the violation of such rule or regulation constitutes a violation of a federal or state law.
- 8. Nothing in this Agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of law enforcement officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if the LCSO deputy assigned to School Site is also called.
- 9. Except in an emergency, the LCSO deputies should not be called away from their assigned school to handle incidents, as this may be disruptive to the school environment. The deputies may be contacted and may respond as soon as possible to assist LCSO officers when reasonably necessary to provide public safety.
- 10. LCSO deputies shall maintain a close liaison with LCSO Deputies who are not assigned to a School Site and other law enforcement officers, as needed, around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.

- 11. The LCSO deputies may be required to meet with school officials and the building level administrators of the school to which he or she is assigned during contract hours to discuss incidents, potential problems, and issues. The primary purpose of these meetings will be to increase the effectiveness of the services provided by the LCSO under this Agreement.
- 12. LCSO reserves the right to assign deputies to a non-school function or issue in the event of an emergency or situation that dictates a call-up of sheriff personnel as directed in LCSO policy and procedures. An emergency situation may include a tornado, wildfire, etc.

## Attachment B Law Enforcement Personnel and School Discipline

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between GUTHRIE Public Schools ("GPS") and the Board Of County Commissioners of Logan County, on behalf of the LOGAN COUNTY SHERIFF'S OFFICE ("LCSO") (collectively referred to as "the Parties") in the role of LCSO law enforcement personnel ("Deputy") assigned to a School Site pursuant to this Agreement.

The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and at GPS. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The Parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the Parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources, when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation or during a school sponsored or related event.

### **Responding to Student Misbehavior**

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. The Deputy is responsible for criminal law issues—not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g. theft, vandalism, disorderly conduct, loitering, incidents relating to alcohol, threats, harassment, etc.), but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's genuine willingness to repair the harm and accept responsibility for the student's action.

The Deputy will avoid arresting students at school, where possible, unless the child poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. The LCSO and GPS building level administrators shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian shall be notified of a child's arrest as soon as practicable.

### **Further Incidents**

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

### **Student Rights**

Absent a real and immediate threat to student, teacher, or public safety, the Deputy may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The Deputy shall inform school administrators prior to conducting a probable cause search where practicable.
- The Deputy shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

• Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask a Deputy to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, a Deputy may question or participate in the questioning of a student about conduct that could expose the child to court-involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

It is the policy of LCSO to investigate all complaints against it, or of alleged misconduct by one its officers, to equitably determine whether the allegations are valid or invalid, and take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by a Deputy to LCSO.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the Deputy to the extent consistent with the Deputy's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

The Deputy shall maintain activity reports and submit monthly summaries of these reports to district-level school

administrators, and the relevant law enforcement agency. The monthly summaries shall include the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

### **Discretion of Law Enforcement**

Nothing in this MOU is intended to limit the discretion of law enforcement. Deputies responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

# AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of August 2020 by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Guthrie School District of Logan County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

**<u>PURPOSE</u>**: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a police officer in said schools.

**ADMINISTRATION:** This agreement shall be administered by the City Manager and the Chief of Police with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of any disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of Schools for the District.

**TERM OF AGREEMENT:** This agreement shall be in effect as of the date the agreement is signed by both parties for a period of one calendar year and may be renewed on an annual basis.

<u>AGENCY REPRESENTATIVES</u>: The parties will develop procedures for ongoing meetings and will, at least annually, review and if necessary, recommend any changes.

**MODIFICATION OF AGREEMENT:** Modification of this agreement shall be made only by consent of both parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications signed by the parties.

**<u>QUALIFICATIONS</u>**: All School Resource Officers shall be a duly certified policy officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators. City agrees and guarantees that each School Resource Officer will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council on Law Enforcement Education and Training, the City of Guthrie, Oklahoma and as may be required by law. City warrants to District that all School Resource Officers are fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

# **DUTIES OF SCHOOL RESOURCE OFFICERS (SRO):**

The SRO's duties will include, but not be limited to, the following:

A. To be an extension of the principal's office for assignments consistent with this Agreement.

- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will not be involved in ordinary school discipline, UNLESS; it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- I. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile; Alcohol and the law – Adult and juvenile; Sexual assault prevention; Safety programs – Adult and juvenile; Assistance in other crime prevention programs as assigned.

- O. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- P. The SROs will wear their department authorized duty weapons in accordance with department policy.

# ACCESS TO EDUCATION RECORDS:

- A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

# **EMPLOYMENT OF SCHOOL RESOURCE OFFICERS:**

- A. The SROs shall be employees of the City of Guthrie Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
- E. The parties shall agree in writing how many SROs will be employed during any school year.

FUNDING: In consideration for the City's assignment of at least two School Resource Officer in accordance with the program outlined in this agreement, the District agrees to pay the sum of \$39,155.05 per officer, for a total not to exceed \$78,310.10. This amount represents the nine (9) months school is in session. The costs associated with expected salary and all applicable benefits

and premium expenses are based on the FY2020 budgeted salary and benefit expenses of the SRO. The City will invoice the District one-half of the annual sum in January and the second half in April. Upon renewal of this agreement funding in successive years shall be an amount as calculated above. Prior to the start of each school year, the City shall calculate the cost for the next year in accordance with this paragraph and provide notice of such to the District 45 days prior to the first day of school. Such amount shall be the new payment amount for the agreement unless the District chooses to terminate this agreement as provided below.

**LIABILITY:** City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

**TERMINATION:** This agreement shall be subject to termination upon written notification by either party upon sixty (60) days notice.

WITNESS OUR HANDS the day and year first above written:

"City of Guthrie" By:

Steven J. Gentling Mayor

Attest:

Kim Biggs City Clerk

"Guthrie School District of Logan County" By:

President, Board of Education Guthrie Public Schools Date

Date

Attest:

Clerk of the Board of Education Guthrie Public Schools

# SERVICE ANIMALS

### Purpose

The purpose of this policy is to establish procedures for the use of service animals in the district, including school buildings, school vehicles and other school property.

### Policy

The district acknowledges its responsibility to permit students and/or adults with disabilities to be accompanied by a service animal in its facilities and programs and intends to comply with all state and federal laws, rules and regulations regarding the use of service animals by district employees, students and visitors with disabilities.

The district does not allow the following types of animals in its facilities and programs unless specifically authorized by the district's board of education:

- 1. "Emotional support animal" meaning an animal selected to reside with an individual with a disability that does not work or perform tasks for the benefit of an individual with a disability and does not accompany at all times an individual with a disability; and
- 2. "Therapy animal" meaning a personal pet who is certified to make therapeutic visits with a trained volunteer to places including, but not limited to, nursing facilities, schools and hospitals to bring therapeutic benefit, comfort and cheer to others.

The district will post in a conspicuous location outside the entrances of each of its facilities a sign stating which animals or types of animals are prohibited in its facilities and programs. The sign must also state that service animals are permitted.

#### **Definitions**

"Service animal" is defined by the Americans with Disabilities Act (ADA) as any service dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. Service animal is limited to the animals defined under the ADA and does not include any other species of animal, wild or domestic, trained or untrained. Service animals does not include an animal used or relied upon for crime deterrence, emotional support, well-being, comfort, or companionship.

"Employee" is defined as a person who is employed by the district on a part or full-time basis, with or without compensation, and elected or appointed members of the district's board of education.

"Student" means a child who is currently enrolled at the district, and includes the parents and guardians of a child who is (a) under the age of 18, or (b) otherwise unable to manage their own affairs.

"Visitor" means an individual other than an employee or student who is present in areas of district property that have been made available by the district to the general public and/or specified members of the public, including, but not limited to family members of students/employees and individuals attending a public event held on school district property. "Service animal trainer" means an individual who is affiliated with a recognized service animal training organization and who is engaged in the training a dog to do work or perform tasks as a service animal at the time such individual is present on district property.

"Service animal in training" means a dog that is in the process of being trained by a service animal trainer to perform work or tasks that would qualify the dog as a service animal under this policy at the time the dog is present on district property.

### Procedures/Requirements for Employees and Students

The use of service animals by employees and students with disabilities is subject to the following procedures and requirements:

- A. The employee or student will submit a notification of the intent to use a service animal to the district's Director of Special Services. The notification will identify whether the service animal is required because of the person's disability, and, if so, identify and describe the manner in which the service animal will meet the individual's particular need(s).
- B. Notifications for the use of service animals on district property by an employee or student will, whenever possible, be made at least one week prior to the proposed use of the service animal.
- C. As part of the district's consideration of the use of a service animal, the district may require certification of proper vaccinations verified by a veterinarian.
- D. The district's review of use of a service animal may include consideration of a student's IEP or Section 504 records. The district may also request a meeting with the employee or student.
- E. The use of a service animal on district property may be subject to a plan that introduces the service animal to the school environment, any appropriate training for staff and students regarding interaction with the service animal, and other activities or conditions deemed necessary by the district. The district's approval of the use of a service animal on district property is subject to periodic review, revision, or revocation by district administration.
- F. It is the responsibility of the employee or student who uses a service animal pursuant to this policy to serve as the handler or arrange for a third party handler to provide proper handling of the service animal. Any cost incurred to handle the service animal will be the responsibility of the employee or student who uses the service animal.
- G. Service animals will be allowed in district vehicles when:
  - 1. The inclusion of the service animal is documented as required on district transportation forms; and
  - 2. The service animal is under the control of the handler at all times, including entering and exiting the vehicle.

### Procedures/Requirements for Visitors

The use of service animals by visitors with disabilities is subject to the following procedures and requirements:

A. When a visitor seeks to bring a service animal onto school property, staff may ask the visitor to provide the following information in order to confirm that the animal qualifies as a service animal under this policy:

- 1. Whether the visitor's animal is a service animal required because of a disability.
- 2. The work or task the visitor's animal has been trained to perform.

Staff shall not question visitors regarding their use of a service animal except as set forth above. Staff shall not inquire as to the nature of the visitor's disability, request documentation regarding a visitor's service animal, or request that the service animal demonstrate the work/task it has been trained to perform.

- B. Except as provided in this policy, visitors with disabilities shall be permitted to be accompanied by their service animals in all areas of school facilities where similarly situated non-disabled visitors are permitted to be present.
- C. Visitors shall not be allowed to bring a service animal into an area of school property where the presence of the service animal would pose a risk to the health or safety of others.
- D. When a visitor requires accommodations to be made to district policies, practices or procedure to allow a service animal to accompany the visitor on school property, the visitor must, whenever possible, provide prior written notice to the Director of Special Services no later than one (1) week before the service animal will be present on district property.

### Procedures/Requirements for Service Animal Trainers

The use of district facilities for service animal training activities is governed by the following procedures and requirements:

- A. A service animal trainer shall be permitted to bring a service animal in training onto district property for the purpose of training the dog to perform such work or tasks at such times when other similarly situated members of the general public are permitted to be present on district property.
- B. When present on school property, a service animal trainer shall be permitted to bring a service animal in training to those areas of school facilities where similarly situated members of the public are permitted to be present.
- C. Service animal trainers shall not be allowed to bring a service animal in training into an area of district property where the presence of the animal would pose a risk to the health or safety of others.
- D. Service animal trainers may be required to provide appropriate documentation showing that the service animal trainer is affiliated with a recognized service animal training organization prior to engaging in training activities on district property.
- E. If a service animal trainer seeks to bring a service animal in training onto district property during an event which members of the public are charged a fee to attend, the service animal trainer may be required to pay the same fee as other similarly situated members of the public, but shall not be required to pay any additional fees or charges due to the presence of the service animal in training.
- F. Except as provided in this policy or pursuant to a written agreement between the district and a service animal training organization which has been approved by the Board of Education, no individual shall be permitted to bring animals which are being trained as service animals onto district property.

### Control and Supervision of Service Animals

A. The owner/handler of a service animal or service animal in training must be in full control of the animal at all times.

- B. Service animals or service animal in training must always be on a leash or other form of restraint mechanism, unless impracticable or unfeasible due to the disability of the employee, student or visitor.
- C. The responsibility for the care and supervision of the service animal/or service animal in training rests solely on the employee, student or visitor or service animal trainer. The district is not responsible for providing any staff member to walk the service animal or provide any other care or assistance to the animal. Issues related to the care and supervision of service animals and/or service animals in training will be addressed on a case-by-case basis in the discretion of the building administrator.
- D. Pursuant to federal law, the district retains discretion to exclude or remove a service animal or service animal in training from district property and/or transportation if:
  - 1. The service animal or service animal in training is out of control and/or the service animal's handler does not effectively control the service animal's behavior;
  - 2. The service animal or service animal in training is not housebroken;
  - 3. The service animal or service animal in training poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications; or,
  - 4. Permitting the service animal or service animal in training would fundamentally alter the nature of the service, program, or activity.

#### Liability

An employee, or student or visitor accompanied by a service animal or service animal in training will be responsible for any damage to district or personal property and any injuries to individuals caused by the service animal. Individuals who uses a service animal on district property will hold the district harmless and indemnify the district from any such damages.

#### Appeals and Grievances

Any person dissatisfied with a decision concerning a service animal or service animal in training can file a grievance, using the district's grievance procedures.

#### Requirements for Service Animals and Service Animals in Training

**Vaccination:** Service animals and service animals in training must be immunized against diseases common to that type of animal. [Okla. Admin. Code 310:599-3-9.1] All vaccinations must be current. Dogs must wear a rabies vaccination tag.

**Licensing:** All service dogs service animals and service animals in training must be licensed as may be required by state and/or local law.

**Identification:** It is recommended, but not required, that service animals and/or service animals in training have proper identification.

**Owner ID and Other Tags:** Dogs may be required to wear a current dog license and rabies-vaccination tag, unless the dog is permanently and uniquely identified with a microchip implant or tattoo.

**Collar:** A service dog used by a person who is deaf or hard-of-hearing must wear an orange identifying collar. [Okla. Stat. tit. 7, § 19.1(C)]

**Cleanup Rule:** The handler of the service animal/service animal in training, whether it be the employee, student or a third party, must clean up after the animal defecates or urinates, as well as follow any municipal ordinance applicable thereto.

**Grooming:** All service animals and service animals in training must be treated for, and kept free of, fleas and ticks. All service animals must be kept clean and groomed to avoid shedding and dander.

Reference: 28 C.F.R. Part 36; OKLA. STAT. Tit. tit. 4, § 801 (2019); Okla. Stat. tit. 7, § 19.1

# ALCOHOL AND DRUG TESTING FOR BUS DRIVERS

### PURPOSE

The purpose of this Policy is to prevent accidents and injuries resulting from alcohol or controlled substance use by drivers of commercial motor vehicles. This Policy is intended to comply with the School District's mandatory obligations under regulations issued by the United States Department of Transportation ("DOT").

### **DEFINITION OF TERMS**

Certain terms used in this Policy have the following meaning unless the context plainly shows otherwise:

- 1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
- 2. "Alcohol concentration" means the number of grams of alcohol (for example: 0.04) in 210 liters of expired deep lung air.
- 3. "Alcohol confirmation test" means a subsequent test using an EBT (a breath testing device), following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
- 4. "Alcohol screening device" ("ASD") means a breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration ("NHTSA") and appears on the Office of Drug & Alcohol Policy & Compliance's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids" because it conforms to the model specifications from NHTSA.
- 5. "Alcohol use" means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.
- 6. "BAT" means a qualified breath alcohol technician.
- 7. "Cancelled test" means a drug or alcohol test that has a problem identified and cannot be or has not been corrected. A cancelled test is neither a positive or a negative test.
- 8. "CDL" means commercial driver's license.
- 9. "Clearinghouse" means the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse.
- 10. "Collection site" means a place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.
- 11. "Confirmatory drug test" means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
- 12. "Confirmed drug test" means a confirmatory drug test result received by a MRO from a laboratory.
- 13. "Controlled substance" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), opioids, or a metabolite of any of these substances.

- 14. "Designated employer representative" ("DER") means an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer.
- 15. "Dilute specimen" means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
- 16. "Driver" means: (i) a school district employee who is required to have a CDL to perform the employee's duties; (ii) employees of independent contractors who are required to have CDLs; (iii) owner-operators; (iv) leased drivers; and (v) occasional drivers.
- 17. "EBT" means a device that is approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, and appears on the Office of Drug & Alcohol Policy & Compliance's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids" because it conforms to the model specifications available from NHTSA.
- 18. "Federal Act" means the Omnibus Transportation Testing Act of 1991 and the regulations issued by the United States Department of Transportation pursuant to that Act.
- 19. "Oklahoma Act" means the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
- 20. "Initial drug test" means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
- 21. "Initial validity test" means the first test used to determine if a specimen is adulterated, diluted, or substituted.
- 22. "Invalid drug test" means the result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.
- 23. "Medical review officer" ("MRO") means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
- 24. "Safety-sensitive function" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.
- 25. "Screening Test Technician" ("STT") means a person who instructs and assists employees in the alcohol testing process and operates an ASD.
- 26. "Service agent" means any person or entity, other than an employee of the employer, who provides services to employers and/or employees in connection with DOT drug and alcohol testing requirements.
- 27. "Split specimen" means a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
- 28. "Stand-down" means the practice of temporarily removing an employee from the performance of safetysensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a

drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed a verified test.

- 29. "Substance Abuse Professional" ("SAP") means a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- 30. "Substituted specimen" means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
- 31. "Verified test" means a drug test result or validity testing result from a United States Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

#### **REQUIRED TESTING & CONSENT**

The following testing is required of all drivers:

#### **PRE-EMPLOYMENT TESTING AND CONSENT**

A driver must pass an alcohol and controlled substance test prior to performing a safety-sensitive function. The test will be conducted during the hiring process or immediately before the driver first performs a safety-sensitive function.

1. Alcohol Testing

A driver may not commence the performance of duties unless the test shows a concentration of less than 0.04. If the test shows a concentration of between 0.02 and 0.04, no safety-sensitive duties may be performed for at least 24 hours.

A pre-employment alcohol test will not be required if:

- i. The driver has undergone an alcohol test required by the Federal Act within the previous six weeks and tested under 0.04; and
- ii. The driver provides evidence that no prior employer of the driver has any record of alcohol misuse by the driver within the previous six months.

#### 2. Controlled Substances

The driver must receive a confirmed negative controlled substance test result from a medical officer, except that no testing is required if:

- i. The driver has participated within the previous 30 days in a drug testing program meeting the requirements of the Federal Act; and
- While participating in the program, the driver either (a) was tested for controlled substances within six months prior to the date of employment application or (b) participated in a random controlled substance testing program for the 12 months prior to the date of the employment application; and
- iii. The driver provides evidence that no prior employer of the driver has any record of a violation of controlled substance use rules by the driver within the previous six months.
- 3. Pre-employment Consent

The school district shall comply with the query requirements of the FMCSA, including participation in the Clearinghouse. This participation is described in detail in the District's policy on *Compliance with Regulations regarding the FMCSA Clearinghouse*. As part of this compliance, until January 6, 2023 tThe School District shall request the driver's written consent to obtain the following information from DOT-regulated employers who have employed the driver

during the three two (32) years before the date of the driver's application to a position requiring safety-sensitive duties:

- i. Alcohol tests with a result of 0.04 or higher alcohol concentration;
- ii. Verified positive drug tests;
- iii. Refusals to be tested (including verified adulterated or substituted drug test results);
- iv. Other violations of DOT agency drug and alcohol testing regulations; and
- v. Documentation of the driver's successful completion of return-to-duty requirements (for those drivers who have violated a drug or alcohol regulation). If the previous employer does not have this documentation, the School District shall request that the driver produce it.

A driver may not perform safety-sensitive functions if s/he refuses to consent in writing to the release of the above information.

This records check shall be in addition to any queries conducted on the Clearinghouse website. After January 6, 2023, the school district shall continue to seek records from employers to the extent required by FMCSA and DOT regulations and shall seek consents when such records checks are required.

Drivers are responsible for furnishing the District with accurate information regarding their employment history, including accurate identification of all former DOT-regulated employers.

The School District shall maintain a written, confidential record of the information obtained or of the good faith efforts made to obtain the information. This record shall be maintained for three years from the date of the driver's first performance of safety-sensitive functions.

Prior to the driver's first performance of safety-sensitive functions, the School District shall ask the driver whether s/he has tested positive, or refused to test, on any pre-employment drug or alcohol test (1) administered by a DOT-regulated employer, (2) in connection with a position for which the driver applied, (3) involving the driver's failure to obtain safety-sensitive transportation work, and (4) over the period of three two years preceding the date of the employee's application for employment with the School District. If the driver admits to a positive test or a refusal to test within the past two years, the School District shall not allow the driver to perform safety-sensitive functions until and unless the driver documents successful completion of the return-to-duty process.

4. Consequences Associated with Pre-employment Testing.

The School District may decline to employ an applicant who fails drug testing, provides false information, or who fails to cooperate with the District in procuring testing and test results. To the extent the applicant has been offered employment or placed in an alternate position pending the receipt of test results, the offer may be withdrawn and alternate employment terminated in accordance with the District's policies and procedures applicable to employee termination.

### **POST-ACCIDENT TESTING**

1. Alcohol.

As soon as practical following an accident, an alcohol test will be administered to the following drivers:

- i. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involves loss of life.
- ii. Each surviving driver who received a moving traffic violation arising from the accident, if the accident involved:
  - a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or
  - b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

If the test is not administered within two hours of the accident, the employer must prepare and maintain a record of why the test was not administered. If the test is not administered within eight hours of the accident, the driver's supervisor shall cease attempts to administer an alcohol test and shall prepare a written report explaining why a test was not given.

Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.

A breath or blood alcohol test conducted by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the test results are obtained by the School District.

### 2. Controlled Substances.

As soon as practical following an accident, a test for controlled substances will be administered to the following drivers:

- i. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life.
- ii. Each surviving driver who received a moving traffic violation arising from the accident, if the accident involved:
  - a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or
  - b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

The test is to be administered within thirty-two (32) hours of the accident. If no test is made within that time period, then no test will be made and the driver's supervisor will prepare a written report stating the reasons for not administering a prompt test.

Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.

A urine test for controlled substances administered by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the results are obtained by the School District.

#### RANDOM TESTING

Random alcohol and controlled substances testing of drivers will be conducted throughout the year. Selection of the drivers to be tested will be made by a scientifically valid method, such as random-number table or a computer based random-generator matched with drivers' social security numbers, payroll identification numbers or other comparable identifying numbers. Dates for administering unannounced testing shall be unpredictable and spread reasonably throughout a nine (9) month period.

Drivers are to be tested while performing safety-sensitive functions, just before performing those functions, or just after ceasing those functions. A driver who is notified of selection for random alcohol or controlled substances testing must proceed to the test site immediately, unless the driver is performing a safety-sensitive function other than driving, in which case the driver must cease performing the safety-sensitive function and proceed to the test site as soon as possible.

The minimum annual percentage rate for random alcohol testing will be twenty five percent (25%) of the average number of driver positions, subject to adjustment of the percentage by the Federal Highway Administration. The minimum annual percentage rate for random testing for controlled substances will be fifty percent (50%) of the average number of driver positions.

#### **REASONABLE SUSPICION TESTING**

Alcohol and controlled substance testing will be conducted when there is reasonable suspicion to believe that a driver has violated a provision in this Policy. Reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. Reasonable suspicion for controlled substance use may also be based on indications of the chronic and withdrawal effects of controlled substances.

Alcohol testing is authorized only if the observations are made during, just preceding, or just after the period of the work day that the driver is performing a safety-sensitive function. A written record must be made as to why an alcohol test was not made within two hours following a determination of reasonable suspicion of misuse. No test is to be made if eight hours passed after the determination.

Persons designated to determine whether reasonable suspicion exists shall receive at least sixty (60) minutes of training on performance indicators of probable alcohol misuse. The required observations shall be made by a supervisor who has received training in detecting the symptoms of alcohol/controlled substance misuse. The supervisor who makes the determination that reasonable suspicion exists shall not conduct the alcohol test.

A written record will be made of the observations leading to a controlled substance reasonable suspicion test. The record will be signed by the supervisor who made the observations. The record will be made within twenty four (24) hours of the observed behavior or before the test results are received, whichever is earlier.

#### **RETURN TO DUTY TESTING**

1. Returning after Reasonable Suspicion of Alcohol Abuse Determination. A driver suspected of being under the influence of or impaired by alcohol will not be permitted to perform a safety-sensitive function until:

- i. an alcohol test shows a concentration of less than 0.02; or
- ii. 24 hours have elapsed following a determination that there was reasonable suspicion to believe the driver has violated the rules in this Policy against alcohol misuse.
- 2. Returning after Violation of Prohibitions in the Policy

A driver who has engaged in conduct prohibited by this Policy shall not be permitted to perform safety- sensitive functions until s/he first passes a controlled substance test and/or an alcohol test with an alcohol concentration of less than 0.02.

A driver who has violated a provision in this Policy cannot again perform any safety-sensitive duties for any employer until and unless the driver completes the SAP evaluation, referral, and education/treatment process.

### FOLLOW UP TESTING

A driver who has been identified by a SAP as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty involving the performance of a safety-sensitive function will be subject to a minimum of six (6) unannounced follow-up alcohol and/or controlled substance tests over the following twelve (12) months. The SAP is the sole determiner of the number and frequency of follow-up tests, as well as whether the tests will be for drugs, alcohol or both. The SAP can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months. The School District must carry out the SAP's follow-up testing requirements.

### **TEST PROCEDURES**

Testing methodology will comply with the requirements of the Oklahoma Act, except that the requirements of the Federal Act stated in this Policy supersede the provisions of the Oklahoma Act. Alcohol testing must be conducted

in a location that provides visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing the test.

### ALCOHOL TESTING PROCEDURES

- 1. <u>Initial Alcohol Screening Tests</u>
  - i. Procedures for an Alcohol Screening Test Using an EBT or Non-Evidential Breath ASD:
    - a. When the driver enters the testing location, the BAT or STT will require the driver to provide positive identification. If the driver requests, the BAT or STT will provide positive identification. The BAT or STT will explain the testing procedure. An individually-sealed mouthpiece is opened in the view of the driver and attached to the EBT. The driver will then blow into the mouthpiece for at least six (6) seconds or until the device indicates that an adequate amount of breath has been obtained. If the EBT does not provide a printed result, the BAT or STT will record the test number, date, technician's name, location and test result in a log book. The driver will initial the log book. If the EBT provides a printed result, the result is either: (i) printed on the testing form; or (ii) affixed to the form with tamper-evident tape.
    - b. If the screening test result is less than 0.02, the BAT or STT will transmit the result in a confidential manner to the School District's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.
    - c. If the breath test is 0.02 or higher, a confirmation test is required.
  - ii. Procedure for an Alcohol Screening Test Using Saliva ASD
    - a. When the driver enters the testing location, the STT will require the driver to provide positive identification. If the driver requests, the STT will provide positive identification. The STT will explain the testing procedure. The STT will check the expiration date on the device and show it to the driver. An individually wrapped package containing the device will be opened in the presence of the driver, and the driver will be instructed to insert the device into his or her mouth and use it in the manner described by the manufacturer. If the driver chooses not to use the device, the STT must insert the device into the driver's mouth and gather saliva.
    - b. If the screening test result is less than 0.02, the STT will transmit the result in a confidential manner to the school district's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.
    - c. If the test result is an alcohol concentration of 0.02 or higher, a confirmation test is required.

#### 2. Alcohol Confirmation Tests

- i. All The confirmation tests must be conducted using an EBT. The confirmation test must occur no less than fifteen (15) minutes after the completion of the screening test and should occur no more than thirty (30) minutes after the completion of the screening test.
- ii. Before a confirmation test is given, the BAT must conduct a "blank" test on the EBT to obtain a reading of 0.00. The remainder of the confirmation test is identical to the screening test for EBTs described in section 1.i.a above..

- iv. If the confirmation test result is lower than 0.02, nothing further is required of the driver.
- v. If the confirmation test result is 0.02 or higher, the driver must sign and date the ATF. The BAT will immediately transmit the result to the DER in a confidential manner.
- vi. Refusal to take a required test has the same consequences as if the driver had tested 0.04 or more. The following constitutes a refusal to take a test: (1) failure to appear for any test within a time required to appear; (2) failure to provide an adequate amount of saliva or breath for testing without a valid medical explanation; (3) failure to cooperate with any part of the testing process; (4) failure to sign the alcohol testing form or ATF certification; (5) failure to remain at the testing site until the testing process is complete, unless the test is a pre-employment test; (6) failure to undergo a medical examination or evaluation due to insufficient breath sampling; (7) leaving the scene of an accident before being tested, except when reasonably necessary to receive medical treatment.

### CONTROLLED SUBSTANCES TESTING PROCEDURES

1.

- Procedures for Collection of Urine Specimens.
  - i. All urine collections must be split specimen collections.
  - ii. The School District <u>must</u> direct an immediate urine collection under direct observation with no advance notice to the driver, if:
    - a. the laboratory reported to the Medical Review Officer ("MRO") that a specimen is invalid and the MRO has reported that there is not an adequate medical explanation for the result; or
    - b. the MRO reported that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
    - c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation.
  - iii. The School District <u>must</u> direct a collection under direct observation of a driver if the drug test is a return-to-duty test or a follow-up test.
  - iv. A driver must receive an explanation of the reasons for a directly observed collection.
  - v. If a driver declines to allow a directly observed collection, that driver will be considered to have refused to test.
- 2. Procedures for Testing of Urine Specimens.
  - i. Testing of urine samples for controlled substances shall be performed by a laboratory certified by the federal Department of Health and Human Services ("DHHS") under the National Laboratory Certification Program.
  - ii. Controlled substance testing may only be performed for the following five drugs or classes of drugs: (a) marijuana metabolites, (b) cocaine metabolites, (c) amphetamines, (d) opioid metabolites, and (e) phencyclidine (PCP).
  - iii. If the driver requests a test of a split specimen, the first laboratory will ship the unopened split specimen to a second DHHS-approved laboratory for testing. If the test of the split specimen fails to confirm the presence of a controlled substance, the entire test is cancelled.
  - iv. The driver must request a split specimen test verbally or in writing within 72 hours of being notified of a verified positive drug test or refusal to test because of adulteration or substitution.

- v. If a driver does not make a request within 72 hours, the driver may present information to the MRO documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the driver from making a timely request.
- vi. If a driver makes a timely request for a split specimen test, the School District must ensure that the MRO, first laboratory and second laboratory perform the split-specimen testing functions in a timely manner. If necessary, the School District must pay for the split specimen testing and seek reimbursement from the driver.
- vii. The MRO will report split specimen test results to the DER and driver.
- viii. The laboratory will report results directly to the MRO. The laboratory will not report the results to anyone else.
- When the MRO receives a confirmed positive, adulterated, substituted, or invalid test ix. result from the laboratory, the MRO will attempt to contact the driver to determine whether the driver wants to discuss the test result. If the MRO cannot reach the driver after reasonable efforts to do so, the MRO must contact the DER but cannot tell the DER that the driver has a confirmed positive, adulterated, substituted, or invalid test result. The DER must then attempt to contact the driver. If the DER makes contact with the driver, the DER should simply direct the driver to contact the MRO immediately and inform the driver of the consequences of failing to contact the MRO within the next 72 hours. If the DER is unable to reach the driver after making three (3) attempts, spaced reasonably, over a 24-hour period, then the DER may place the driver on temporary medically unqualified status or medical leave. Documentation must be kept by the DER of any actual and/or attempted contacts with the driver, including the dates and times of the contacts. If the DER is unable to contact the driver within the 24-hour period, the DER must leave a message for the driver by voice mail, e-mail or letter to contact the MRO and inform the MRO of the date and time of this message.
- x. Confirmation testing for controlled substances will be performed in accordance with the Oklahoma Act, except when the Oklahoma Act conflicts with Federal law.
- xi. The MRO may conduct additional testing of a specimen as authorized by the DOT if doing so is necessary to verify a test result.
- xii. The MRO must verify a confirmed positive test result for marijuana, cocaine, amphetamines, semi-synthetic opioids (i.e. hydrocodone, hydromorphone, oxycodone, and oxymorphone) and/or PCP unless the driver presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system. In determining whether an employee's legally valid prescription consistent with the Controlled Substance Act for a substance in the categories constitutes a legitimate medical explanation, the MRO must not question whether the prescribing physician should have prescribed the substance.
- xiii. The MRO must verify a confirmed positive test result for opiates in the following circumstances:
  - a. The MRO must verify the test result positive if the laboratory confirms the presence of 6-acetylmorphine (6-AM in the specimen)
  - b. In the absence of 6-AM, if the laboratory confirms the presence of either morphine or codeine at 15,000 ng/mL or above, the MRO must verify the test result positive unless the employee presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system.
  - c. For all other opiate positive results, the MRO must verify a confirmed positive test result for opiates only if they determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate or opium derivate.
- iv. As part of the verification decision, the MRO must conduct a medical interview that includes reviewing the driver's medical history and any other relevant biomedical factors

presented by the driver, as well as directing the driver to undergo further medical evaluation.

v. DOT tests must be completely separate from non-DOT tests in all respects, and DOT tests must take priority over non-DOT tests. DOT tests must be completed before a non-DOT test is begun. The results of a DOT test shall not be disregarded or changed based on the results of a non-DOT test.

#### PROHIBITIONS

A driver will not be permitted to report to duty or to remain on duty requiring the performance of a safety-sensitive function if:

### ALCOHOL

- i. The driver has an alcohol concentration of 0.04 or higher as measured on a breath test.
- ii. The driver displays behavior or appearance characteristics of alcohol misuse.
- iii. The driver is under the influence of or is impaired by alcohol, as shown by behavioral, speech, and performance indicators of alcohol misuse.
- iv. The driver possesses alcohol while on duty.
- v. The driver uses alcohol during duty performance.
- vi. The driver has used alcohol within the four hours prior to performing duties.
- vii. The driver has had an accident within the last eight hours and has not taken a breath test showing clearance from prohibited alcohol levels.
- viii. The driver has refused to take a breath test for alcohol use.
- ix. The driver is taking any prescription or non-prescription medication containing alcohol, even if the driver has notified the driver's supervisor of the medication use.

### CONTROLLED SUBSTANCES

- i. The driver uses any controlled substance, unless the use is pursuant to a physician's written certification stating that the use does not adversely affect the driver's ability to safely operate a motor vehicle.
- ii. A supervisor or administrative employee has actual knowledge that a driver has used a controlled substance.
- iii. The driver has a verified positive <del>confirmed</del> test for a controlled substance.
- iv. The driver displays behavior or appearance characteristics of controlled substance use.
- v. The driver has refused to take a controlled substance test.

### REFUSAL TO TEST

A driver has refused to take an alcohol or controlled substance test if s/he:

- i. Fails to appear for any test as directed by the School District.
- ii. Fails to remain at the testing site until the testing is complete.
- iii. Fails to provide a urine specimen.
- iv. Fails to provide a sufficient amount of urine when there is no adequate medical explanation for the failure.
- v. Fails to permit a directly observed or monitored collection.
- vi. Fails or declines to take a second test the School District or collector has directed.
- vii. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the DER when the urine sample was insufficient.
- viii. Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when directed to do so, behaves in a confrontational way that disrupts the collection process).
- ix. Has a verified adulterated or substituted test result.

## STANDING DOWN EMPLOYEES

Stand-down is "the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result."

- i. DOT regulations prohibit employers from standing employees down, before the MRO has completed verification of the test result.
- ii. A verified test is a drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.
- iii. The District may assign a driver non-driving duties pending the receipt of a verified test result when the District has reasonable suspicion to believe the employee is impaired.
- iv. When the District does remove an employee from service, following verification of the drug test result, it will do so consistent with the confidentiality requirements, within its control, imposed by law.

### **REFERRAL AND TREATMENT**

A driver who violates any of the Prohibitions in this Policy shall be advised of the resources available to the driver for evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.

A driver who violates any of the prohibitions in this policy must be evaluated by a SAP who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse or controlled substance use. The driver will not be permitted to perform safety-sensitive duties for any employer until and unless he or she completes the SAP evaluation, referral, and education/treatment process.

If the driver is identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, the driver must be evaluated by a SAP to determine if the driver has properly followed the prescribed rehabilitation program. The driver must be subject to unannounced follow-up alcohol and/or controlled substance tests upon return-to-duty.

The SAP will provide a written report directly to the DER highlighting the SAP's specific recommendations for a course of education and treatment with which the driver must comply prior to returning to the performance of safety-sensitive functions. Neither the driver nor the School District shall seek a second SAP's evaluation in order to obtain another recommendation. Only the SAP who made the initial evaluation may modify his or her initial recommendations.

If the SAP recommends that the driver continue treatment, aftercare or support group services after returning to safety-sensitive duties, the School District may require the driver to participate in the recommended treatment or services as part of the return-to-duty agreement.

These requirements do not apply to drivers refusing to be tested or drivers having a pre-employment test of 0.04 or more.

The School District is not required to return a driver to safety-sensitive duties just because the driver complies with the SAP's recommendations.

#### EDUCATIONAL MATERIALS

Each driver shall receive educational materials that explain: (1) the alcohol misuse prevention requirements; (2) the School District's policies and procedures; (3) the identity of a contact person knowledgeable about the materials; (4) factual information on the effects of controlled substance use and alcohol misuse on personal life, health and safety; (5) where help can be obtained, including information regarding the School District's Employee Assistance Program; (6) categories of employees subject to testing; (7) a description of prohibited conduct and the circumstances that trigger testing; (8) testing procedures and safeguards; (9) what constitutes a refusal to submit to
testing and the consequences; (10) signs and symptoms of an alcohol or controlled substance problem; (11) consequences for drivers with an alcohol test level of 0.02 or more but less than 0.04; and (12) the consequences of violating the rules in this Policy. The District's staff will prepare and distribute appropriate educational materials as provided for in this section.

### MAINTENANCE OF RECORDS

Upon written request, a driver is entitled to obtain copies of any School District records concerning the driver's use of alcohol or controlled substances, including test results.

The School District shall not release individual test results or medical information about a driver to third parties without the employee's specific written consent to the release of a particular piece of information to a particular person or organization. Notwithstanding this prohibition, the School District may release information pertaining to a driver's drug or alcohol test without the employee's consent in certain legal proceedings.

### **DISCIPLINARY ACTION**

Employees who violate any prohibition in this Policy will be subject to disciplinary measures, including employment termination. Likewise, employees whose test results are positive for alcohol or controlled substances are subject to disciplinary actions, including employment termination. The same disciplinary consequences face individuals who provide false information in connection with the testing process or who fail to cooperate with the District's efforts to fulfill its testing obligations.

### **CLEARINGHOUSE PARTICIPATION**

The school district shall report to the Clearinghouse in any situation required by 49 C.F.R. §382.705(b) and shall supply all required information. MROs and SAPs shall also be required to report to the Clearinghouse any situation to which they are required to provide information under 49 C.F.R §382.705. The situations where reporting is required are described in detail in the school district's policy on *Compliance with Regulations regarding the FMCSA Clearinghouse*.

### **OTHER POLICIES**

This Policy does not supersede any other School District policy pertaining to alcohol misuse or controlled substance use by School District employees, except to the extent that this Policy is specific to drivers performing safety-sensitive functions. To the extent permitted by federal law, this Policy is to be interpreted consistent with Oklahoma's Act regarding drug and alcohol testing of personnel.

### GUTHRIE SCHOOL DISTRICT BUS DRIVER CONSENT FOR RELEASE OF INFORMATION <u>FROM DOT-REGULATED EMPLOYER(S)</u>

I, \_\_\_\_\_\_, hereby agree to allow any of my former Department of Transportation ("DOT") regulated employers, who have employed me within two (2) years of the date that I applied for a position with the School District, to release information concerning my prior drug and alcohol tests and results. This is for any position I held which required the performance of safety-sensitive duties. I understand that the School District is required by law to obtain my consent in writing, and my signature below authorizes any of my former DOT-regulated employers to release the following information to the School District:

- 1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
- 2. Verified positive drug tests;
- 3. Refusals to be tested (including verified adulterated or substituted drug test results);
- 4. Other violations of DOT agency drug and alcohol testing regulations; and
- 5. Documentation of the successful completion of the return-to-duty requirements (if I have violated a drug or alcohol regulation).

I further agree to turn over copies of any documentation or information I have in my possession that relates to the five (5) areas described above. I understand that if I refuse to consent in writing to the release of the above information, federal law prohibits me from performing safety-sensitive duties.

By signing below I acknowledge that I have read, understand and agree to the foregoing. I also acknowledge and affirm that I have provided the School District with a complete listing of my former employers, including my former DOT-regulated employers.

Driver (Print name)

Driver (Signature)

Date

For School District Use Only:			
	(date)	(District employee initials)	
Consent form provided to bus driver:			
Consent form returned from bus driver:			
Consent declined:			

### **BUS DRIVER QUESTIONNAIRE**

1.	Have you ever <u>tested positive</u> on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-		
	sensitive transportation work during the past two (2) years?	Yes	No
2.	Have you ever <u>refused to take</u> any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety- sensitive transportation work during the past two (2) years?	Yes	No
3.	If you answered "Yes" to Question 1 or 2, have you successfully completed the return-to-duty process?	Yes	No
4.	If you answered "Yes" to Question 3, can you provide documentation of your successful completion of the return-to-duty process?		
		Yes	No

If you desire to provide any comments to supplement your answers to questions 1-4 above, please do so below:

## SUPPORT EMPLOYEE RULES FOR CONDUCT

A support employee may be suspended, demoted, terminated or nonreemployed for violation of any of the following Rules for Conduct, as well as other standards of conduct included in school district policies:

- 1. Falsification of personnel or other records.
- 2. Unexcused failure to be at work station at starting time.
- 3. Leaving work station without authorization prior to lunch periods, or end of work day.
- 4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6 month period without following the proper reporting procedures).
- 5. Unapproved or excessive absenteeism.
- 6. Chronic absenteeism for any reason.
- 7. Unapproved or excessive tardiness.
- 8. Chronic tardiness.
- 9. Wasting time or loitering during working hours.
- 10. Leaving work area during work hours, without permission, for any reason.
- 11. Possession of weapons on school premises or in school district vehicles or while on duty. Support personnel with a valid handgun license pursuant to the Oklahoma Self Defense Act may possess a handgun in the school parking lot but that weapon must be stored in the employee's vehicle pursuant to Oklahoma law.
- 12. Removing school district property or records from school district premises without proper authority.
- 13. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
- 14. Theft or misappropriation of property of employees, students or of the school district.
- 15. Sabotage.
- 16. Distracting the attention of others.
- 17. Refusal to follow instructions of supervisor.
- 18. Refusal or failure to do work assignment.
- 19. Unauthorized operation of machines, tools, or equipment.
- 20. Threatening, intimidating, coercing or interfering with employees or supervisors.

- 21. Threatening, intimidating, coercing or exploiting students.
- 22. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
- 23. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
- 24. Creating or contributing to unsanitary conditions.
- 25. Actions or omissions that jeopardize the health, safety, life or property of self or others.
- 26. Practical jokes injurious to other employees, students or school district property.
- 27. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
- 28. Disregard of known safety rules or common safety practices.
- 29. Unsafe operation of motor driven vehicles or equipment.
- 30. Operating machines or equipment without using the safety devices provided.
- 31. Gambling, lottery, or any other game of chance on school district property.
- 32. Unauthorized distribution of literature, written or printed matter of any description on school district property.
- 33. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
- 34. Poor workmanship.
- 35. Immoral conduct or indecency including abusive and/or foul language.
- 36. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
- 37. Walking off job.
- 38. Clocking in or out on another employee's time card or time sheet.
- 39. Smoking or using tobacco products in an unauthorized area including the use of e-cigarettes, personal vaporizes and other similar devices, regardless of whether those devices are used with cartridges containing nicotine.
- 40. Refusal of job transfer, if the transfer does not result in a demotion.
- 41. Abuse of "breaks" (rest periods) or meal period policies.
- 42. Insubordination of any kind.

- 43. Dishonesty of any kind, including withholding pertinent information from a supervisor.
- 44. Wrongdoing of any kind.
- 45. Violation of a law or regulation.
- 46. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
- 47. Engaging in discriminatory conduct (including discrimination based on race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status, or age) against an employee, student, or third party.
- 478. Violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others.
- 489. Misuse or abuse of any school district leave policy or guidelines.
- 4950. Any intentional act or omission which constitutes a material or substantial breech of job duties, responsibilities or obligations.
- 501. Any conduct which the employee knew or should have reasonably known was a violation of school rules or policies.
- 542. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
- 523. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position (with or without reasonable accommodation) within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the condition resulting in the extended absence.

# **GUTHRIE PUBLIC SCHOOLS**

### NOTICE TO SUPPORT EMPLOYEE OF SUSPENSION WITHOUT PAY, DEMOTION OR TERMINATION

		, 20	
TO:			
10.	name		
	address		
	address		
On the This wi	day of, 20 ill notify you of: [mark the applicable	, an initial hearing was held conditional term]	cerning your employment status.
A	. Suspension Without Pay as a D	Disciplinary Measure.	
	we been suspended from your employment, 20, to		as a disciplinary measure from
B	. Demotion Action.		
You ha	ave been demoted from	to	, with appropriate
reduction	on in pay and other benefits, effective	, 20	
C	. Termination Action.		
You ha	ve been terminated, effective as of	, 20	
The abo	ove action has been taken for the following	cause or causes:	

You are entitled by law to a hearing before the Board of Education on this action. If you desire to exercise this right, you must notify the Board of Education in writing within ten (10) working days of the postmark on the envelope in which this notice is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING. <u>ENCLOSED</u> FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE ACTION, THE <u>ENCLOSED</u> HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled Board of Education meeting. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no earlier than ten (10) days nor later than thirty (30) days after receipt of your hearing request.

You have the following hearing rights: the right to be present in person; the right to be represented by counsel of your choice; the right to present evidence and witnesses on your behalf; and the right to confront and cross-examine witnesses on behalf of the school administration. The Board of Education at the hearing may affirm, modify or reverse the above action and may increase or decrease the severity of the above action. The decision of the Board of Education will be final.

Yours very truly,

Superintendent of Schools

Enclosure: Hearing Request Form

\_\_\_\_\_, 20\_\_\_\_\_

By Certified U.S. Mail, Return Receipt Requested, Restricted Delivery.

RE: Notice to Support Employee of Proposed Nonreemployment

Dear Mr./Ms.\_\_\_\_:

You are entitled by law to a hearing before the Board of Education on this proposed action. If you desire to exercise this right, you must notify the Board of Education in writing within ten (10) working days of the postmark on the envelope in which this notice is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING. <u>ENCLOSED</u> FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE PROPOSED ACTION, THE <u>ENCLOSED</u> HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled Board of Education meeting or at a special meeting called by the Board, at the Board's discretion. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no earlier than ten (10) days nor later than thirty (30) days after receipt of your hearing request.

You have the following hearing rights: the right to be present in person; the right to be represented by counsel of your choice; the right to present evidence and witnesses on your behalf; and the right to confront and cross-examine witnesses on behalf of the school administration. At the conclusion of the hearing, the Board of Education will vote to reemploy or nonreemploy you for the ensuing fiscal year. The decision of the Board of Education is final and nonappealable.

Yours very truly,

Superintendent of Schools

Enclosure: Hearing Request Form

# **HEARING REQUEST FORM**

### TO: Clerk of the Board of Education GUTHRIE PUBLIC SCHOOLS Guthrie, OK

I hereby request a hearing before the Board of Education on the:

\_\_\_\_\_ suspension without pay as a disciplinary measure

\_\_\_\_\_ demotion

\_\_\_\_\_ termination action

\_\_\_\_\_ proposed nonreemployment

concerning my employment. I acknowledge receipt of the Notice dated \_\_\_\_\_\_, 20\_\_\_\_, concerning such action. I understand that the hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled meeting of the Board, or at a special meeting of the Board, at the Board's discretion, <u>unless</u> I check the item below requesting a <u>special</u> meeting of the Board of Education.

I request a special meeting of the Board of Education, to be held no earlier than ten (10) days nor later than thirty (30) days after receipt of this hearing request.

Signature of Support Employee

Date

# FELONY CRIMINAL RECORD SEARCH POLICY

Pursuant to Section 5 142 of Title 70 of the Oklahoma Statutes, iIt shall be the policy of this School District that it will obtain the results of a "national criminal history record check," as defined in Section 150.9 of Title 74 of the Oklahoma Statues by Okla. Stat. tit. 74, § 150.9, of the name and fingerprints of every prospective School District employee as well as any current employee whose history the Board of Education recommends be searched. of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students. The district shall also obtain an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation for all prospective teachers.

### National Felony Record Search of Prospective Employees

During the first interview with each employment applicant, the School District will advise the applicant that:

- 1. The School Ddistrict requires a national criminal history record check of every prospective employee's name and fingerprints as a condition of employment; as a condition of employment. The district also requires an Oklahoma criminal history record check for every prospective teacher;
- To enable the School Ddistrict to request the search and obtain the results, the applicant must complete and sign an Aauthorization and Rrelease form(s) provided by the School Ddistrict;
- The School Ddistrict will <u>only</u> request a felony record search if the Superintendent of Schools recommends employment of the applicant or the Board of Education recommends a search of a current employee;
- 4. If the Superintendent of Schools recommends employment of the applicant, the applicant must pay the search fee(s), which will not exceed \$50;
- 5. The applicant shall pay any fees charged by the law enforcement agency obtaining the fingerprints.
- **65**. The School Ddistrict will reimburse the applicant for the search fee and the fee for obtaining fingerprints <u>unless</u> the search discloses a prior felony offense conviction;
- 76. If the Superintendent of Schools recommends employment of the applicant, the applicant must permit the Oklahoma State Bureau of Investigation or other law enforcement agency to fingerprint the applicant himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the national criminal history record check and/or the Oklahoma criminal history record check; and;
- 7. The Board of Education shall not have the authority to enter into any written contract with a prospective teacher who does not have an Oklahoma criminal history record check on file with the district. No prospective teacher shall be permitted to perform work or render services to the district without such record check on file. A prospective teacher who has an Oklahoma criminal history record check on file with the district, but is awaiting the results of the national criminal history record check, may perform services for the district subject to the provisions of paragraph 8 below.

8. The applicant, if placed on duty prior to receipt of the felony search national criminal history record check results, shall be employed will be classified as a temporary employee until the School Ddistrict is notified that the check search is clear of any felony conviction(s), within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All criminal history record searches will be made in compliance with the Federal Fair Credit Reporting Act. provided that the employee shall be deemed to have resigned if the District does not receive the results of the national criminal history record check within sixty (60) days.

If the felony record search reveals a prior felony offense conviction <u>or</u> if the applicant provides a false response to one or more of the questions on the Authorization and Release, the applicant will be denied employment and, if placed on duty prior to receipt of the search results, will be deemed to have resigned from employment with the School District, effective upon acceptance by the Board of Education. The Board of Education may accept any employee's resignation at any time within thirty (30) days after the date the School District is notified of either the unsatisfactory search results or learns of the applicant's false response, whichever is later. Under these circumstances, the employee waives any due process procedures which might otherwise be available under federal and state law and School District policies and procedures.

If the results of the national criminal history record check are not received by the school district within sixty (60) days, if the record check reveals a prior felony offense conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if the record check reveals a false response to one or more of the questions on the authorization and release, the applicant shall be deemed to have resigned his or her employment. The administration will review the facts and circumstances of each situation and decide whether to recommend the resignation be accepted. Such resignation may be accepted by the board of education at any time. Under these circumstances, the applicant waives any due process procedures which might be available under federal and state law and school district policies and procedures. The sixty (60) day temporary employment period shall begin on the first day the prospective employee reports for duty at the school district.

The district may waive the requirement to obtain an initial national criminal record check for any prospective employee who has obtained certification from the Oklahoma State Department of Education within the past twelve (12) months.

The district may waive the requirement to obtain a new record search if the applicant for a full-time teaching position has been employed as a full-time or substitute teacher in another Oklahoma school district, produces a copy of an existing national criminal history record check from within the past five (5) years, and produces an original letter from the former district stating that the employee left in good standing.

The School District will also request a national criminal history record check of the name and fingerprints of any current School District employee if the Board of Education recommends a search of that employee's felony record.

### Felony Record Searches of Current Employees

The following rules apply to requests for record checks regarding current employees of the district:

A. General Rules

When the district seeks to obtain a record check regarding a current district employee pursuant to the terms of this policy, the employee who is the subject of that record check must complete and sign an authorization and release form provided by the district. The employee shall permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the record check. The district shall be responsible for the payment of fees associated with record checks regarding current district employees.

B. Current Teachers Not Eligible for Retirement

The district will review the personnel records of all certified teachers currently employed by the district who (1) were employed by the district as of May 19, 2020, and (2) **are not** eligible for retirement through the Oklahoma Teachers' Retirement System, in order to determine whether the district has both an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation (the "OSBI") and a national criminal history record check on file for each teacher. In the event that the district does not have both of the above-referenced record checks on file regarding a teacher, the district will obtain the record check(s) it did not previously have on file for that teacher prior to the deadline for that teacher to renew his or her teaching certificate.

C. Current Teachers Eligible for Retirement

The district will review the personnel records of all certified teachers currently employed by the district who (1) were employed by the district as of May 19, 2020, and (2) **are** eligible for retirement through the Oklahoma Teachers' Retirement System, in order to determine whether the district has both an Oklahoma criminal history record check from the OSBI and a national criminal history record check on file for each teacher. In the event that the district does not have both of the above-referenced record checks on file regarding a teacher, the district will obtain the record check(s) it did not previously have on file for that teacher no later than the earlier of (1) July 1, 2022, or (2) the deadline for the renewal of the teacher's teaching certificate.

D. Other Employees

The district will review the personnel records of all other current employees of the district who were employed by the district as of May 19, 2020, in order to determine whether the district has both an Oklahoma criminal history record check from the OSBI and a national criminal history record check on file for each employee. In the event that the district does not have both of the above-referenced record checks on file regarding an employee, the district will obtain the record check(s) it did not previously have on file for that employee no later than July 1, 2022.

E. Record Checks Upon Request of the Board or Superintendent.

The district will request an Oklahoma criminal history record check and/or national criminal history record check regarding any current school district employee if the board of education or superintendent requests a search of that employee's felony record.

### Felony Record Searches of Substitutes

The School district may, in its discretion, require a national criminal history record search for substitutes of the same type and using the same standards applicable to prospective employees, or it may obtain a current records search, if available, from a school district that employed the substitute in the year preceding prospective employment by school district. Likewise, any person seeking employment as a substitute who has been employed as a full-time teacher by a school district in the State of Oklahoma in the five (5) years immediately preceding application for employment as a substitute, is not required to obtain a national criminal history record check if the teacher 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. Similarly, any person seeking employment as a substitute who has been employed as a full-time teacher by school district for ten (10) or more consecutive years immediately preceding application for employment as a substitute and who left full-time employment with school district in good standing is not be required to have a national criminal history record check for as long as the person remains employed as a substitute for consecutive years by school district.

The School district may, in its discretion, require a national criminal history record search for any volunteer, who has substantive contact with minor students, of the same type and using the same standards applicable to prospective employees or some other national criminal history records search that uses social security numbers instead of fingerprints. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

Annual Search of Sex Offender and Violent Crime Offender Registries

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

Reference: Okla. Stat. tit. 70, § 5-142; Okla. Stat. tit. 74, § 150.9; Okla. Stat. tit. 57, § 589.

### **Guthrie School District**

### AUTHORIZATION AND RELEASE

This Authorization and Release is executed under penalty of perjury on the \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_\_, an applicant for employment ("Applicant") with the Guthrie School District.

Applicant understands that the School District's receipt of a national criminal history record check of his/her

name and fingerprints is a condition of employment with the School District. Because Applicant desires employment

with the School District, Applicant authorizes the School District to request and obtain the results of a national criminal

history record check of Applicant's name and fingerprints. Applicant hereby releases Applicant's national criminal

history record check results to the School District. Applicant also releases the School District of any and all liability

relating to its request for, receipt and use of the search results.

Applicant acknowledges that Applicant has been furnished and understands all of the requirements of the

School District's Felony Record Search Policy and agrees to be bound by all of its terms and conditions.

Applicant also agrees to truthfully answer the following questions:

HAVE Y	YOU EVER:	Yes	<u>No</u>
a.	Entered a plea of guilty or nolo contendere		
	to a state or federal felony charge?		
b.	Been convicted of a state or federal felony offense?		
c.	Been charged with a state or federal felony offense which		
	was reduced to a misdemeanor offense to which which you		
	entered a plea of guilty or nolo contendere?		
d.	Entered a plea of guilty or nolo contendere to, or been		
	convicted of, a state or federal misdemeanor charge involving		
	illegal chemical substances or illegal sexual activity?		

Applicant understands that if Applicant is hired by the School District prior to receipt of the results of the national criminal history record check, Applicant will be classified as a temporary employee until notified otherwise by the Superintendent of Schools. Furthermore, Applicant understands that if the school district does not receive the results of the national criminal history record check within sixty (60) days, or the check reveals a prior felony offense conviction, or if Applicant provides a false response to one or more of the above questions, then Applicant will be deemed to have resigned. The Board of Education may accept Applicant's resignation at any time within thirty (30) days after the date the School District was notified of either the unsatisfactory search results or the false response, whichever is later; and Applicant waives Applicant's right to any and all due process procedures to which Applicant might otherwise be entitled under federal and state law and School District policies and procedures.

"Applicant"

### **VERIFICATION**

STATE OF OKLAHOMA

COUNTY OF LOGAN

) ) ss.

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

Applicant

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_.

Notary Public

My Commission expires:

## **READING SUFFICIENCY ACT TESTING AND PROCEDURES**

Every student enrolled in kindergarten 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, letter recognition, and oral language skills as identified in the subject matter standards adopted by the State Board of Education phonies, reading fluency, vocabulary, and comprehension, for the grade level in which enrolled. Every first, second, and third grade student shall be assessed for the acquisition of reading skills for the grade level in which enrolled. Any student who is assessed and who is not meeting grade-level targets in reading shall be provided a reading assessment plan. The plan shall include a program of reading instruction designed to enable the student to acquire the appropriate grade level of reading skills.

Progress of Reading Instruction and Proficiency Team

The program of reading instruction shall align with the State subject matter standards, shall be based on a three tiered Response to Intervention ("RtI") model, and shall include provisions of the Reading Enhancement and Acceleration Development (READ) Initiative adopted by the School District. The plan may include, but is not limited to:

Sufficient in-school instructional time sufficient for the acquisition of phonemic awareness, phonics, reading fluency, vocabulary, and comprehension,

Tutorial instruction as needed after regular school hours, on Saturdays, and during the summer, Assessments identified for diagnostic purposes and periodic monitoring to measure the acquisition of reading skills as identified in the student's program of reading instruction.

A student enrolled in first or second grades who has been assessed and found not to be meeting grade-level targets in reading, shall be entitled to 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 readings. 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. Each team shall be composed of the:

- 1. The parent or guardian of the student,
- 2. The teacher assigned to the student who had responsibility for reading instruction in that academic year,
- 3. A teacher who is responsible for reading instruction and is assigned to teach in the next grade level of the student, and
- 4. A certified reading specialist, if one is available.

The reading progress of kindergarten students at risk for reading difficulties at the beginning of the school year shall be monitored throughout the school year and measured mid-year and at year-end. Kindergarten students who are not meeting grade-level targets by mid-year in reading shall be provided a program of reading instruction designed to enable the student to acquire the appropriate grade-level reading skills.

A Probationary Promotion Reading Proficiency Team may evaluate a student for probationary promotion if the student is enrolled in third grade, is not eligible for automatic promotion, and scores below the proficiency level does not meet the criteria established by the Commission for Educational Quality and Accountability on the reading portion of the third grade statewide criterion-referenced test. The Probationary Promotion Reading Proficiency Team shall be composed of:

1. The parent or guardian of the student,

- 2. The teacher assigned to the student who had responsibility for reading instruction in that academic year,
- 3. A teacher who is responsible for reading instruction and is assigned to teach in the next grade level of the student, and
- 4. A certified reading specialist, if one is available.

The principal and superintendent must approve the probationary promotion. For a student who is approved for probationary promotion, the Probationary Promotion Reading Proficiency Team shall continue to review the student's reading performance and repeat the evaluation and recommendation process each academic year until the student demonstrates he or she is meeting grade-level targets on an approved screening instrument such that the student is on track to be college and career ready.

Throughout the school year progress monitoring shall continue, and diagnostic assessment, if determined appropriate, shall be provided. Year-end reading skills shall be measured to determine reading success. The program of reading instruction shall continue until the student is determined by the results of approved reading assessments to be meeting grade-level targets. If a reading instruction program is being provided for a student on an Individualized Education Program (IEP), a special education teacher must be consulted and the plan may be a separate document from the IEP, or an IEP team meeting may be convened and the plan could then be included in the student's IEP.

### Grade Promotion After Participation in Summer Academy Programs

If, by the end of the second quarter of the school year, a teacher determines that a third grade student is not reading at grade level, the parent or guardian shall be notified of the student's current reading level, the proposed program of reading instruction for the student, and the potential need for the student to participate in a summer academy or other program designed to assist the student in attaining grade-level reading skills.

A teacher who determines that a third grade student is unable to meet the reading competencies required for completion of third grade may, after consultation with the parent or guardian of the student, recommend that the promotion of the student to the fourth grade be contingent upon the participation in, and successful completion of the required reading competencies, at a summer academy or other program. If the student does not participate in the summer academy or other program or does not successfully complete the reading competencies in the summer academy or other program, the student shall be retained in the third grade.

#### Program of Reading Instruction and Retention

For any third grade student not reading at that grade level, as determined by the screening instruments for the acquisition of reading skills approved by the State Board of Education, a new program of reading instruction shall be developed and implemented. The new plan shall include provisions of the READ Initiative adopted by the School District and may include specialized tutoring.

The minimum criteria for grade-level performance of third-grade students pursuant to the Reading Sufficiency Act shall be that students are able to read and comprehend grade-level text. To determine the promotion and retention of third-grade students pursuant to the Reading Sufficiency Act, the State Board of Education shall use only the scores for the standards for reading foundations/processes and vocabulary portions of the statewide third-grade assessment administered pursuant to 70 O.S. Section 1210.508 and shall not use the scores from the other language arts portions of the assessment. The performance levels established by the Commission for Educational Quality and Accountability pursuant to Section 1210.508 shall ensure that students meeting the performance-level criteria are performing at grade level on the reading foundations and vocabulary portions of the statewide third-grade assessment.

Each program of reading instruction shall be based upon a three-tiered Response to Intervention ("RtI") model and shall include:

- 1. For students identified for Tier I intervention. a minimum of ninety (90) minutes of uninterrupted daily scientific-research-based reading instruction;
- 2. For students identified for Tier II intervention. at least an amount of uninterrupted scientific-researchbased reading instructional time that is:
  - A. Based on specific student needs;
  - B. Reflects the needed intensity and/or frequency as identified on a screening tool, diagnostic assessment and/or progress monitoring instrument; and
  - C. Is determined by the classroom teacher reading specialist (if available) and building principal.
- For students identified for Tier III intervention, at least forty-five (45) to sixty (60) minutes of additional uninterrupted daily scientific-research-based reading instruction in addition to the ninety (90) minutes of uninterrupted daily reading instruction provided under Tier I.

The parent of any student who is found to have a reading deficiency and is not meeting grade-level reading targets, and has been provided a reading assessment plan, shall be notified in writing of the following:

That the student has been identified as having a substantial deficiency in reading;

A description of the current services being provided to the student pursuant to a conjoint measure model such that a reader and a text are placed on the same scale;

A description of the proposed supplemental instructional services designed to remediate the reading deficiency that will be provided to the student;

That the student will not be promoted to the fourth grade if the reading deficiency is not remediated by the end of the third grade, unless the student is otherwise promoted pursuant to the school district's Student Retention and Promotion Policy or is exempt for good cause;

Strategies for parents to use in helping their child succeed in reading proficiency;

The grade-level performance scores of the student;

That, while the results of statewide assessments are the initial determinant, they are not the sole determiner of promotion and that portfolio reviews and assessments are also available in considering promotion or retention;

The specific criteria and policies of the school district for mid-year promotion.

Only the scores from the reading comprehension portions of the third grade criterion-referenced test shall be used to determine the promotion and retention of third grade students pursuant to the Reading Sufficiency Act. For students who do not meet the academic requirements for promotion, the School District may promote the student only as provided for in the school district's Student Retention and Promotion Policy. For details on the good-cause exceptions and requests to exempt students from the academic requirements for promotion, see the School District's Promotion and Retention Policy.

Students who do not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portions of the statewide third-grade assessment and who are not subject to a good cause exemption, and who do not qualify for promotion or "probationary promotion", shall be retained in the third grade and provided intensive instructional services and supports.

### Instruction and Interventions for Retained Students

The School District shall conduct a review of the reading instruction program for all students who do not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portion of the statewide assessment administered to the student. The review shall address additional supports and services needed to remediate the identified areas of reading deficiency. A student portfolio shall be completed for each retained student.

Students retained due to a reading deficiency will be provided intensive interventions in reading as well as intensive instructional services and supports to remediate the identified areas of reading deficiency, including a minimum of ninety (90) minutes of daily, uninterrupted, scientific-research based reading instruction. Retained students shall be provided other strategies prescribed by the School District, which may include, but are not limited to:

small group instruction, reduced teacher-student rations, more frequent progress monitoring, tutoring or mentoring, transition classes containing third and fourth grade students,

extended school day, week, or year, and

summer reading academies, if available.

Additionally, students who are retained will be provided a high-performing teacher who can address the needs of the student, based on student performance data and above-satisfactory performance appraisals. In addition to the required reading enhancement and acceleration strategies, students who are retained will be provided at least one of the following instructional options:

supplemental tutoring in scientific research based reading programs in addition to the regular reading block, including tutoring before or after school,

a parent-guided "Read at Home" assistance plan developed by the State Department of Education, a mentor or tutor with specialized reading training.

The School District may, in accordance with rules of the State Board of Education, use screening assessments, alternative assessments, or portfolio reviews in order to reevaluate a retained third grade student for mid-year promotion to the fourth grade. See the School District's Promotion and Retention Policy for details on mid-year promotion.

Copies of the results of all assessments administered shall be made a part of the student's permanent record.

Reading Enhancement and Acceleration Development (READ) Initiative

The School District establishes the following READ Initiative. The focus of the School District's READ Initiative is to prevent the retention of third grade students by offering intensive accelerated reading instruction to third grade students who have failed to meet the reading standards for promotion to fourth grade, and to kindergarten through third grade students who are exhibiting a reading deficiency.

The School District's READ Initiative will be provided to all kindergarten through third grade students at risk of retention as identified by the reading assessments administered to the student. The School District's READ Initiative program will be provided during regular school hours in addition to the regular reading instruction and will provide a state approved reading curriculum that at a minimum, meets the following specifications:

assists students assessed as exhibiting a reading deficiency in developing the ability to read at grade level, provides skill development in phonemic awareness, phonics, fluency, vocabulary, and comprehension, provides scientifically based and reliable assessment,

provides initial and ongoing analysis of the reading progress of each student,

is implemented during regular school hours,

establishes at each school an Intensive Acceleration Class for retained third-grade students who subsequently do not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portion of the statewide assessment. The focus of the Intensive Acceleration Class shall be to increase the reading level of a child at least two grade levels in one school year,

provide reports to the State Department of Education, upon request, on the specific intensive reading interventions and support implemented by the School District,

provide to a student who has been retained in the third grade and has received intensive instructional services but is still not ready for grade promotion, the option of being placed in a transitional instructional setting. A transitional instructional setting shall specifically be designed to produce learning gains sufficient to meet fourth grade performance standards while remediating the student's areas of reading deficiency.

The School District's Intensive Acceleration Class shall:

be provided to any student in the third grade who does not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portions of the statewide assessments and who was retained in the third grade the prior year because of not meeting the performance criteria established by the Commission for Educational Quality and Accountability on the reading portions of the statewide assessments,

have a reduced student-teacher ratio,

provide an uninterrupted reading instruction for the majority of student contact time each day and incorporate opportunities to master the fourth grade state standards in other core subject areas, use a reading program that is scientific-research-based and has proven results in accelerating student

reading achievement within the same school year,

provide intensive language and vocabulary instruction using a scientific-research-based program, including use of a speech-language therapist,

include weekly progress monitoring measures to ensure progress is being made.

Board of Education Reporting Requirements

The School District's Board of Education will annually publish on the District's website, and report in writing in the format prescribed by the State Department of Education, to the State Board of Education by September 1 of each year the following information on the prior school year:

the progression of the District's students identified as having reading deficiencies and the policies and procedures of the School District on student retention and promotion,

the number and percentage of all students in grades three that did not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portions of the statewide assessment,

by grade, the number and percentage of all students retained in grades three through ten,

information on the total number and percentage of students who were promoted for good cause, by each category of good cause as specified in the District's Promotion and Retention Policy, and any revisions to the policies of the School District on student retention and promotion from the prior year.

Reference: 70 OKLA. STAT. §1210-508C, 70 OKLA. STAT. §1210-508E

### STUDENT RECORDS (FERPA)

### Purpose

This policy and the procedures included within it are intended to satisfy the requirements of the Family Educational Rights and Privacy Act (FERPA) and Oklahoma law. The Board of Education authorizes the Superintendent to inform parents, students and the public of the policy and to take appropriate action to implement the policy and procedures.

### Definitions

For purposes of this policy, the following definitions apply:

- 1. Student Any individual who attends or has attended a program of instruction sponsored by the Board of Education of the School District and for whom it maintains education records.
- 2. Eligible student A student who has reached age 18 or is attending a postsecondary school.
- 3. Parent A parent of a student, including a natural parent, a guardian or an individual acting as a parent in the absence of a parent or guardian. The District will assume that either parent has a right of access to records regardless of custody orders unless the District has been provided with evidence that the right of access has been revoked. Documents such as a court order or other legally binding document relating to such matters as divorce, separation or custody that specifically revoke the right to inspect and review records must be provided to the District to prevent parent access to student records.
- 4. Education records Any record (in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche or other method of recording information) directly related to a student and maintained by the District or a party acting for the District, except:
  - a. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
  - b. Records of a law enforcement unit of the District, but only if education records maintained by the District are not disclosed to the unit, and the law enforcement records are maintained separately from education records; maintained solely for law enforcement purposes; and disclosed only to law enforcement officials of the same jurisdiction.
  - c. An employment record made and maintained in the normal course of business that is not available for use for any other purpose and that relates exclusively to a student in his or her capacity as a District employee. (This provision does not include employment activities for which a student receives a grade or credit in a course.)
  - d. Records on an eligible student that are:
    - Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity or assisting in a paraprofessional capacity;

- Made, maintained or used only in connection with treatment of the student (treatment does not include remedial educational activities or activities that are part of the program of school instruction); and
- (iii) Disclosed only to individuals providing the treatment.
- e. Alumni records that relate to the student after he or she no longer attends classes provided by the District that are not directly related to the individual as a student.
- f. Grades on peer-graded papers before they are collected and recorded by a teacher.
- 6. Personally identifiable information The term includes, but is not limited to any information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty. The term also includes information requested by a person who the District reasonably believes knows the identity of the student to whom the education records relates. Personally identifiable information includes the student's name; the student's parents' or other family member's name; the student so or family's address; a personal identifier such as the student's social security number, student number or biometric record; and other indirect identifiers such as the student's date of birth, place of birth and mother's mame.
- 7. Dates of attendance
  - a. The period of time during which a student attends or attended an educational agency or institution. Examples of dates of attendance include an academic year, a spring semester or a first quarter.
  - b. The term does not include specific daily records of a student's attendance at an educational agency or institution.
- 8. Directory information Information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed.

### Annual Notice

The District will notify parents and eligible students annually of their rights under FERPA by means of a District newsletter, newspaper notice, school handbook or individual notice.

The notice will inform parents and eligible students that they have the right to:

- 1. Inspect and review the student's education records. The notice will also identify the procedure for exercising this right.
- 2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights. The notice will also identify the procedure for requesting amendment.
- 3. Consent to disclosures of personally identifiable information contained in the student' education records, except to the extent that FERPA and its implementing regulations authorize disclosure without consent. The District will also include in the notice its policy for disclosing education records to schools in which the student subsequently seeks or intends to enroll, its criteria for

determining who constitutes a school official and what constitutes a legitimate educational interest.

4. File a complaint with the U.S. Department of Education concerning the District's alleged failure to comply with FERPA.

The District will arrange to provide translations of its annual notice to non-English speaking parents in their native language and to effectively notify parents or eligible students who are disabled.

All rights and protections given parents under FERPA and this policy transfer to the student when he or she reaches age 18 or enrolls in a postsecondary school. The student then becomes an "eligible student."

#### The Right to Inspect and Review the Student's Education Records

Parents of students and eligible students may inspect and review the student's education records upon request. In some circumstances, it may be mutually more convenient for the record custodian to provide copies of records. The parent or eligible student may also provide consent to have a representative inspect and review the records. Access will be provided during school hours and within no more than 45 days of the request.

Access to a child's confidential records will be provided upon request before any IEP meeting or hearing relating to the identification, evaluation or educational placement of a child or the provision of a free and appropriate education to the child and in all cases within no more than 45 days of a request.

The District will not withhold a parent's or eligible student's right to inspect and review student records because of debts owed the District.

The right to inspect education records also includes the right to an explanation and interpretation of the records by school officials.

Parents or eligible students should submit to the student's school principal a written request that identifies as precisely as possible the records he or she wishes to inspect. Since a student's records may be maintained in several locations, the school principals should offer to collect copies of records or the records themselves from locations other than a student's school, so they may be inspected at one site. However, if parents and eligible students wish to inspect records where they are maintained, school principals will make every effort to accommodate their wishes. The principal (or other custodian) will make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the records of the other students.

The District is not required to give an eligible student access to treatment records (as defined by the term "education records" in the Definitions section of this policy), but the student may have those records reviewed by a physician or other appropriate professional of the student's choice.

Provision of Records to Receiving Virtual Charter School

The District shall transmit a student's records to a virtual charter school within three (3) school days after receiving notice that the student has transferred to the virtual charter school.

### Copies of Records

The District will provide the parent with a copy of the student's education records under the following circumstances:

- 1. If mutually agreed by both the parent or eligible student and the District.
- 2. If failure to provide copies would effectively prevent the parent or eligible student from exercising the right to inspect and review the records. This may arise when a valid reason, such as working hours, the distance between record location sites or health, prevents a parent or eligible student from personally inspecting and reviewing a student's education record.
- 3. At the request of the parent or eligible student when the District has provided the records to third parties by the prior consent of the parent or eligible student.
- 4. At the request of the parent or eligible student when the District has forwarded the records to another school where the student seeks or intends to enroll.

The District will charge a fee for copies of education records. When a fee represents an unusual hardship, the record custodian may waive it in part or entirely. However, the District reserves the right to make a charge for copies such as transcripts it forwards to potential employers or to colleges and universities for employment or admissions purposes.

The District's fee for copies provided under FERPA will range from no cost to .25 per page (actual copying cost less hardship factor). The District will not charge for the costs of search and retrieval.

Types and Locations of Education Records in the District

<b>TYPES</b> Cumulative School Records (current students)	<b>LOCATION</b> Current School Attending	<b>CUSTODIAN</b> Building Principal
Cumulative School Records (former Students)	School Site Last Attended	Building Principal
Health Records	Current School Attending	Building Principal
Speech Therapy Records Psychological Records Special Test Records	Board of Education	Director of Special Education
School Transportation Records	GPS Transportation Office	Transportation Director
Occasional Records (Student Education Records not identified above, such as those in Superintendent's office, in the school attorney's office or in the personal possession of teachers.)	Current Site Attending	Individual Teacher, Building Principal & Director of Special Education

### **Directory Information**

The District designates the following information contained in a student's record as "directory information," and it will disclose that information without the prior written consent of the parent or eligible student:

- 1. The student's name;
- 2. The student's address;
- 3. The student's telephone listing;
- 4. The student's date and place of birth;
- 5. The student's dates of attendance;
- 6. The student's grade level (i.e., first grade, tenth grade, etc.);
- 7. The student's participation in officially recognized activities and sports;
- 8. The student's degrees, honors and awards received;
- 9. The student's weight and height, if a member of an athletic team;
- 10. The most recent educational agency or institution attended;
- 11. The student's photograph; and
- 12. The student's electronic mail address.

The District will notify parents and eligible students annually of the designated items of directory information by means of a District newsletter, newspaper notice, school handbook or individual notice. Parents and eligible students have the right to exclude directory information from public access by notifying the Superintendent's office in writing of any or all of the items they refuse to permit the District to designate as directory information about that student. The student's records will be marked to indicate the items the District will designate as directory information about that student. This designation will remain in effect until it is modified by the written direction of the student's parent or the eligible student.

### Use and Disclosure of Student Education Records

District officials may release information from a student's education record if the student's parent or the eligible student gives his or her signed and dated prior written consent for the disclosure. The written consent must:

- 1. Specify the records that may be disclosed;
- 2. State the purpose of the disclosure; and
- 3. Identify the party or class of parties to whom the disclosure may be made.

The District will only release information from or permit access to a student's education record with a parent or eligible student's prior written consent, <u>except</u> in the following instances permitted by FERPA:

1. The disclosure is to other school officials, including teachers, within the District whom the District has determined to have legitimate educational interests.

A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member, including health or medical staff and law enforcement unit personnel; a person serving on the School Board; a person or company with whom the District has contracted to perform a special task, such as an attorney, auditor, medical consultant or therapist; or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. The District will use reasonable methods to ensure that school officials obtain access to only those education records in which they have legitimate educational interests. The District will ensure that its policy for controlling access to education records is effective and remains in compliance with the legitimate educational interest requirement of the FERPA regulations.

A contractor, consultant, volunteer or other party to whom the District has outsourced institutional services or functions may be considered a school official provided that the outside party performs an institutional service or function for which the District would otherwise use employees; is under the District's direct control concerning the use and maintenance of education records; and is subject to the requirements of FERPA regulations governing the use and redisclosure of personally identifiable information from education records.

- 2. The disclosure is to officials of another school, school system or institution of post secondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is related to the student's enrollment or transfer. (Parents and students have a right to obtain copies of the records disclosed under this provision).
- 3. The disclosure is to authorized representatives of the Comptroller General of the United States, the U.S. Secretary of Education, or State and Local Educational authorities. Military services representatives shall have access to student directory information unless the parent, legal guardian or the student age 18 or older specifically denies such access in writing. Military services representatives have the same access to secondary school students as is generally provided to post secondary institutions or prospective employers unless denied in writing by the parent, legal guardian or student age 18 or older.
- 4. The disclosure is in connection with financial aid for which the student has applied or that the student has received, if necessary to determine eligibility for the aid, the amount of the aid, the conditions for the aid, or to enforce the terms and conditions of the aid.
- 5. The disclosure is to organizations conducting studies for or on behalf of the District to develop, validate or administer predictive tests, administer student aid programs or improve instruction in compliance with Section 99.31(a)(6) of the FERPA regulations.
- 6. The disclosure is to accrediting institutions to carry out their accrediting functions.
- 7. The disclosure is to parents of eligible students if the parents claim the student as a dependent as defined in Section 152 of the Internal Revenue Code of 1986.
- 8. The disclosure is to comply with a judicial order or lawfully issued subpoena. The District will make a reasonable effort to notify the student's parents or the eligible student before making a disclosure under this provision unless:

- a. the disclosure is in compliance with a federal grand jury subpoena and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;
- b. the disclosure is in compliance with any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;
- c. the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning the investigation or prosecution of an offense listed in the Patriot Act or an act of domestic or international terrorism as defined by law;
- d. the District initiates legal action against a parent or student, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with the legal action as plaintiff; or
- e. the parent or eligible student initiates legal action against the District, the District may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the District to defend itself.
- 9. The disclosure is to appropriate parties in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In making this determination the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.
- 10. The disclosure contains only "directory information" as defined in this policy, and the parent or eligible student has not refused to allow the District to designate that item as directory information for the student.
- 11. The disclosure is made directly to the parent or eligible student.
- 12. If a state law adopted before November 19, 1974, allows certain specific items of information to be disclosed in personally identifiable form from student records to state and local officials or authorities concerning the juvenile justice system and the system's ability to effectively serve the student whose records are released or if a state law adopted after November 19, 1974, allows such information to be disclosed to state or local officials concerning the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released.

The District will use reasonable methods to identify and authenticate the identity of parents, students, school officials and any other parties to whom the District discloses personally identifiable information from education records.

Upon request, the student's parent or eligible student may obtain a copy of any records disclosed under this provision.

Record of Requests for Access and Disclosures Made From Education Records

The District will maintain an accurate record of each request for access to and each disclosure of personally identifiable information from the education records of each student. The District will maintain this record with the student's education records as long as the records are maintained.

For each request or disclosure the record will include:

- 1. The name of the party who requested or received personally identifiable information from the education records; and
- 2. The party's legitimate interests in requesting or obtaining the information.

The District will record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception in FERPA:

- 1. The articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
- 2. The parties to whom the District disclosed the information.

As permitted by FERPA, the District may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student. The District will inform a party to whom such disclosure is made of this nondisclosure requirement.

In the alternative, the District may disclose personally identifiable information with the understanding that the party receiving the information may make further disclosure of the information on the District's behalf if:

- 1. The disclosures meet the requirements of the Use and Disclosure of Student Education Records section of this policy;
- 2. The District makes a record of the disclosure that includes the names of the additional parties to whom the receiving party may disclose the information on the District's behalf and the legitimate interests each additional party has in requesting or obtaining the information; and
- 3. The District maintains a record of the names of State and local educational authorities and Federal officials and agencies that may make further disclosures of personally identifiable information from the student's education records without consent and maintains this record with the student's education records are maintained.

### Procedures to Seek to Correct Education Records

Parents and eligible students have a right to seek to change any part of the student's record they believe is inaccurate, misleading or in violation of student rights. The District will not use this procedure to consider a request to change the grade a teacher assigns for a course.

For purposes of outlining the procedure to seek to correct education records, the term "incorrect" will be used to describe a record that is alleged to be inaccurate, misleading or in violation of student rights. The term "correct" will be used to describe a record that is alleged to be accurate, not misleading and not in violation of student rights. Also, in this section, the term "requester" will be used to describe the parent of a student or the eligible student who is asking the District to correct a record.

To establish an orderly process to review and correct an education record for a requester, the District may make a decision to comply with the request for a change at several levels in the procedure.

<u>First level decision</u> - When a parent of a student or eligible student finds an item in the student's education record that he or she believes is incorrect, he or she should immediately ask the record custodian to correct it. If the record is incorrect because of an obvious error and it is a simple matter to make the record change at this level, the record custodian will make the correction. However, if the record is changed at this level, the method and result must satisfy the requester.

If the custodian cannot change the record to the requester's satisfaction or the record does not appear to be obviously incorrect, the custodian will provide the requester a copy of the questioned record at no cost; ask the requester to initiate a written request for the change; and follow the procedure for a second level decision.

<u>Second level decision</u> - The written request to correct a student's education record through the procedure at this level should specify the correction the requester wishes the District to make. It should at least identify the item the requester believes is incorrect and state whether he or she believes the item: is inaccurate and why; is misleading and why; or violates student rights and why. The requester must sign and date the request.

Within two weeks after the record custodian receives a written request, he or she will: study the request, discuss it with other school officials (such as the person who made the record or those who may have a professional concern about the District's response to the request), make a decision to comply or decline to comply with the request and complete the appropriate steps to notify the requester or move the request to the next level for a decision.

If, as a result of this review and discussion, the record custodian decides the record should be corrected, he or she will effect the change and notify the requester in writing that he or she has made the change. Each such notice will include an invitation for the requester to inspect and review the student's education record to make certain the record is in order and the correction is satisfactory.

If the custodian decides the record is correct, he or she will make a written summary of any discussions with other officials and of his or her findings in the matter. He or she will transmit this summary and a copy of the written request to the Superintendent.

<u>Third level decision</u> - The Superintendent or designee will review the material provided by the record custodian and, if necessary, discuss the matter with other officials (such as the school attorney or the Board of Education (in executive session)). He or she will then make a decision concerning the request and complete the steps at this decision level. Ordinarily, this level of the procedure should be completed within two weeks. If it will take longer, the Superintendent or designee will notify the requester in writing of the reasons for the delay and a date when the decision will be made.

If the Superintendent or designee decides the record is incorrect and should be changed, he or she will advise the record custodian to make the changes. The record custodian will advise the requester of the change as he or she would if the change had been made at the second level.

If the Superintendent or designee decides the record is correct, he or she will prepare a letter to the requester which will include:

- 1. The District's decision that the record is correct and the basis for the decision;
- 2. A notice to the requester that he or she has a right to ask for a hearing to present evidence that the record is incorrect and that the District will grant such a hearing;

- 3. Instructions for the requester to contact the Superintendent or designee to discuss acceptable hearing officers, convenient times and a satisfactory site for the hearing. (The District will not be bound by the requester's positions on these items, but will, so far as possible, arrange the hearing as the requester wishes.); and
- 4. Advise that the requester may be represented or assisted in the hearing by other parties, including an attorney at the requester's expense.

<u>Fourth level decision</u> - After the requester has submitted (orally or in writing) his or her wishes concerning the hearing officer and the time and place for the hearing, the Superintendent or designee will, within a week, notify the requester when and where the District will hold the hearing and who it has designated as the hearing officer.

At the hearing, the hearing officer will provide the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education record is incorrect, as shown in the requester's written request for a change in the record (second level).

Within one week after the hearing, the hearing officer will submit to the Superintendent or designee a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit his or her recommendation, based solely on the evidence presented at the hearing, that the record should be changed or remain unchanged.

The Superintendent or designee will prepare the District's decision within two weeks of the hearing. That decision will be based on the summary of the evidence presented at the hearing and the hearing officer's recommendation. However, the District's decision will be based solely on the evidence presented at the hearing. Therefore, the Superintendent or designee may overrule the hearing officer if he or she believes the hearing officer's recommendation is not consistent with the evidence presented. As a result of the District's decision, the Superintendent or designee will take one of the following actions:

- 1. If the decision is that the District will change the record, the Superintendent or designee will instruct the record custodian to correct the record. The record custodian will correct the record and notify the requester as at the second level decision.
- 2. If the decision is that the District will not change the record, the Superintendent or designee will prepare a written notice to the requester, which will include:
  - a. The District's decision that the record is correct and will not be changed;
  - b. A copy of a summary of the evidence presented at the hearing and a written statement of the reasons for the District's decision; and
  - c. A notice that the requester may place in the student's education record an explanatory statement that states the reasons he or she disagrees with the District's decision and/or the reasons he or she believes the record is incorrect.

<u>Final administrative step in the procedure</u> - When the District receives an explanatory statement from a requester after a hearing, it will maintain that statement as part of the student's education record as long as it maintains the questioned part of the record. The statement will be attached to the questioned part of the record, and whenever the questioned part of the record is disclosed, the explanatory statement will also be disclosed.

### **Complaints**

If a parent of a student, an eligible student or a citizen of the District believes that the District is violating FERPA, that person has a right to file a complaint with the Department of Education. The contact information is:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5091 Telephone: (202) 260-3887

Availability of Policy

Copies of this policy will be available for parent and eligible student review in the principal's office of each school building and in the Superintendent's office.

### NOTIFICATION OF RIGHTS UNDER FERPA

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that affords parents and "eligible students" over 18 years of age certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days from the day the School District receives a request for access.

Parents or eligible students must submit a written request to the school principal or appropriate school official that identifies the record(s) they wish to inspect. This school administrator will make arrangements for access to the education records and will notify the parent or eligible student of the time and place where these records may be inspected.

2. The right to request correction of the student's education records that the parent or eligible student believes are inaccurate, misleading or otherwise in violation of the student's privacy rights.

Parents or eligible students may ask the School District to amend a record they believe is inaccurate, misleading or otherwise in violation of the student's privacy rights. They must submit a written request to the school principal or appropriate school official, clearly identify the part of the record they want changed, and specify why it is inaccurate, misleading or otherwise in violation of the student's privacy rights.

If the School District decides not make changes in the record as requested, the School District must notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for correction. Additional information about hearing procedures will be provided to the parent or eligible student at the time of this notification.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent (34 CFR § 99.31).

School officials with legitimate educational interests are permitted disclosure without consent. A school official is a person employed by the School District as an administrator, supervisor, instructor, or support staff member, including health or medical staff and law enforcement unit personnel; a person serving on the School Board; a person or company with whom the School District has contracted to perform a special task, such as an attorney, auditor, medical consultant or therapist; or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School District will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

School districts may disclose, without consent, "directory" information; however, the School District must inform parents and eligible students about directory information, allowing them a reasonable amount of time to request that the School District not disclose directory information about that student.

School districts must notify parents and eligible students annually of their rights under FERPA by means of a special letter, inclusion in a Parent/Teacher Association (PTA) bulletin, student handbook and/or other means left to the discretion of each school district.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School District to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

### DIRECTORY INFORMATION NOTICE

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that the School District, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want the School District to disclose directory information from your child's education records without your prior written consent, you must notify the Superintendent in writing. The School District has designated the following information as "directory information," and it will disclose that information without prior written consent: **SEE POLICY F-20A**
#### USE OF SCHOOL PROPERTY (REGULATIONS)

In accordance with the policy of the board of education, the following regulation shall govern the use of school facilities.

#### Application

All organizations must make application in writing on a provided application form to the superintendent's office at least ten days prior to the date of the meeting requested.

If the organization's request is one with regularly occurring dates, approval may be given for the entire schedule. Should a conflict develop with a school activity, the school district reserves the night to cancel the permission granted or to suggest a change to a mutually satisfactory date and time.

Although application by a minor is not acceptable, this does not prohibit the use of school property by them, provided the application is made by a competent adult who will supervise and be responsible for the group.

#### Permitted Use

Permission for use of school property belonging to this school district may be granted to educational, political, literary, cultural, religious, scientific, cultural or recreational organizations for purposes and programs which:

- 1. Are beneficial to the youth of the community and to the programs of this school district;
- 2. Are acceptable to the superintendent; and
- 3. Do not result in an increased tax burden on the citizens of the school district.

#### Priority Use

The superintendent or designee is to determine whether the proposed use of the property will conflict with scheduled school programs and is to monitor the property for signs of misuse or abuse.

#### Prohibited Use

School property will not be used for:

- 1. Meetings which promote subversive teachings and doctrines contrary to the spirit of American institutions;
- 2. Activities tending to cause unrest in the community or which reflect upon or promote discrimination against citizens of the United States because of race, color, national origin, handicap, creed or sex;
- 3. Any activity that may violate the patterns of good taste, manners, or morals, or be destructive or injurious to the buildings, grounds or equipment; or
- 4. Any purpose in conflict with school objectives or not approved by the superintendent.

#### Payment in Advance

All payments for the use of school property must be received at the office of the superintendent at least 72 hours in advance of the meeting time.

#### Responsibility of Applicant

The applicant and his/her organization will be held responsible for the proper use of the building, for the conduct of persons attending the meeting, and will see to it that activities are confined to the areas requested and to the hours agreed upon in the application. The applicant will indemnify the school district for any theft, loss or damage to school property over and above normal wear which might be expected from use, and will make prompt payment for such theft, loss, or damage. An indemnity bond or a deposit may be required if circumstances warrant. It is required that users of school property will see that the activities are conducted at all times under competent adult supervision. The superintendent or designee will be the judge of unwarranted damages to the school property.

All rooms or areas will be left in as good condition as they were found, except for the usual accumulation resulting from normal building use. No applicant may sublet any part of the building area named in the application request. All applications for repetitious use of the school property will be renewed at the beginning of each school year and are subject to review by the superintendent.

Users of school property must assume responsibility for the safety and protection of the audience, workmen and participants to the extent required by law. The superintendent has the right to require minimum limits of public liability and property damage insurance for all groups using any school property, and to require that there be evidence presented to the superintendent in the form of a certificate of insurance, showing Independent School District Number I of Logan County as an additional named insured.

#### **Time Limits**

The superintendent of schools shall approve times for all meetings on school property.

#### Cancellations

Requests for cancellation of the use of school facilities must be received at least 24 hours in advance of the meeting time. Failure to do so will obligate the applicant and the organization to pay for all custodial and such other expenses as are incurred in opening the building for use.

Cancellation of permission may be ordered whenever such action is deemed in the best interest of the school district. However, such cancellations will not be made except when unforeseen emergencies arise, and then with as much advance notice as possible. Permission may be canceled by the superintendent if conduct or infraction of regulations warrant.

#### Holidays

As a general rule, school properties will not be available for use by outside organizations on school or national holidays. Should one or more meetings approved as a series of meetings fall on such days, such meeting dates will be automatically canceled for these days only. The superintendent may, in his or her best judgment, authorize limited exceptions to this rule for good cause shown.

#### Non-school Days

School property will be available on non-school days, such as weekends and summer months, provided proper application is made and approved by the superintendent and provided such use is not a conflict with use of the property by school organizations or students.

#### Facility Use Fees

Except as specifically provided herein, any individual/organization that obtains permission to make use of school district property pursuant to this policy, including organizations dedicated to non-profit educational, political,

literary, cultural, religious, scientific, cultural or recreational purposes, shall be charged a reasonable facility use fee to cover the school district's operating expenses associated with such use of school property.

The facility use fee assessed for use of school property shall be set by the superintendent and reviewed by the board of education, and shall be based upon the cost of operating expenses associated with the use of school facilities that would not otherwise have been incurred, such as utilities, supplies, maintenance of facilities, custodial and cafeteria services, as well as clerical services necessary to process each application. The amount of the facility use fee shall be subject to change as the superintendent may deem necessary.

#### Fees Associated with For-Profit Use of School Property

With prior permission of the board of education, a fee in excess of operating expenses may be charged to a property user if such user is using school property as a part of a profit-making operation. The amount of such fee will be set by the board of education upon the recommendation of the superintendent.

#### Waiver of Facility Use Fees

The following organizations shall be entitled to a waiver of the usual facility use fee pursuant to the terms and conditions outlined below:

- 1. Student organizations, school board organizations, and school employee groups and educational organizations shall be allowed the use of school property without charge as long as such use does not conflict with regular school sessions.
- 2. Parent-teacher associations, booster clubs, and band parents' organizations shall be granted a waiver of the facility use fee for their regularly scheduled monthly meetings, provided that if these organizations should elect to hold additional meetings in a given month, they will be charged for custodial services and/or cafeteria employee services as required, according to the regular fee as determined by the superintendent.
- 3. Law enforcement and firefighting organizations based in Logan County, Oklahoma, including the Guthrie Police Department, the Logan County Sheriff's Office, and the City of Guthrie Fire Department, shall be granted a waiver of facility use fee for their use of school facilities for training purposes.

Any waiver of the facility use fee pursuant to this policy, and all terms and conditions related to such waiver, are subject to change and may be revoked without notice as the superintendent and/or board of education may deem necessary.

#### Custodial Care

A school custodian is assigned for continuous duty during the time the group will be using the school property. 'The custodian will return to open the building prior to the time set for the meeting, arrange the requested property and serve as the official representative of the school district. No one except the qualified custodian will be allowed to operate or adjust equipment in the building. Upon conclusion of the meeting, the custodian will clean, properly arrange the property and carefully inspect the premises before locking the building. For situations in which the meeting does not materialize and has not been previously canceled, the custodian 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 custodian will lock the building.

Custodians are instructed not to open any areas other than those required in the application. Additional space may be arranged by filing an additional application. Emergency needs may be requested by telephone.

#### Police Guards

Uniformed officers must be on duty when so directed by the superintendent.

Alcohol, Drugs, Tobacco and Dangerous Weapons

The use or possession of alcoholic beverages, low-point beer or controlled substances (drugs) will not be permitted on school property. Organizations using school property for any purpose are expected to comply with district policy concerning the use of tobacco.

Dangerous weapons, including but not limited to firearms, are prohibited on school property, although non-student individuals who are either (a) over the age of twenty-one or (b) over the age of eighteen (18) who is a member or veteran of the U.S Military, with a valid handgun license pursuant to the Oklahoma Self Defense Act may possess a firearm in the parking lot and may store that weapon in their vehicle in accordance with Oklahoma law. If the firearm is left unattended in parking lot, it must be hidden from view in a locked vehicle.

Individuals who have received prior permission from the principal may possess an inoperable weapon on the premises for participation in a school program, as long as the weapon remains inoperable while at school and the individual uses the weapon in accordance with the permission granted.

#### Athletic Activities

Permission for athletic activities involving the use of school property by non-school groups will be granted. Such use does not include permission to use the apparatus and other special athletic equipment belonging to the school. Practice sessions will be allowed to non-school groups provided such sessions do not involve the presence of spectators.

In those instances where team competition is involved, it must be clearly understood that no team sponsored by an organization other than the schools will be identified by name as representing any school in this district.

#### Apparatus and Equipment

Requests to use public address systems, projection equipment and screens, spotlights, stage sceneries. pianos and so forth will be included in the application. The costs of transparencies, gelatins, special scenery, and special lighting effects are to be paid by the using groups. All such equipment and properties, will be operated, moved and controlled only by persons specifically designated by the principal.

As a precaution against fire, no request will be granted for the use of lighted candles or other actual flame equipment in connection with building usage.

Classroom apparatus. such as shop, science, physical education, home-making, music, business education, art laboratory, data processing equipment and athletic equipment which is regularly used for school instruction will not be available for use by non-school groups.

School equipment is not available for use off school premises unless it is beneficial to the district in carrying forward its programs.

#### Cafeterias

Use of cafeterias will be granted with or without use of kitchen facilities. No organization will have access to the cafeteria kitchen area unless the cafeteria manager is present and in charge, together with such additional paid help from the cafeteria manager's staff as may be required. In planning an event which will use the cafeteria kitchen equipment, the area dietitian, the cafeteria manager, and whatever number of helpers they deem necessary, must all

be involved in the planning, operation and supervision of such project. Because of the food supplies and expensive equipment, and because of the rigid requirements of health and sanitation authorities, the use of cafeteria facilities must be under the direct control of the cafeteria department. Refreshments will be served only in cafeterias, unless other areas have been approved by the principal,

#### Parking Lots

Parking lots are provided ,with the use of most school buildings. If use of only a parking lot is desired, application will be made as for use of any school property. Parking areas are not reserved exclusively for groups using school buildings. Playgrounds will not be used for parking.

#### Use of School Buses

School buses may be used for "summer youth activities" as approved by the State Department of Education, whenever such equipment is not available from commercial firms in the area, and whenever such use is beneficial to the youth of the district, provided such youth groups are adequately supervised by adults and provided further that all costs for such operations, including any damages to equipment and usual wear and tear, are defrayed by the using group. Only legally qualified drivers may drive school buses.

#### Use of School Grounds and Recreational Facilities

School grounds will be made available to the general public at times when they are not being used for school purposes. The general public has a responsibility not to cause damage to the property or become a nuisance to adjoining property owners and others in the neighborhood.

The board realizes that each case should be dealt with separately. However, the following regulations will serve as a guide:

- 1. School playgrounds may be used by organized athletic leagues when not in conflict with school programs, upon approval of application to use such property;
- 2. Approval of such application does not include uses of any building facilities. Application for use of restrooms may be made subject to advance payment of a standard charge;
- 3. No automobiles, motor scooters, motorbikes or other such licensed vehicles are to be driven on the playgrounds;
- 4. Baseball and other such sport activities will be permitted as long as there is no damage to neighboring or school property; and
- 5. No organized athletic leagues will be permitted on school grounds on Sundays.

#### Church Services

Church services by established religious groups may be scheduled on school property on a temporary basis due to emergency situations or to early organizational efforts of such groups to build or expand a church facility.

#### Concessions

Concession rights at all school facilities are reserved for this school district. These may be assigned to school organizations upon request or may be contracted by outside vendors.

Interpretation of the Policy and Regulations

The superintendent shall interpret and enforce all provisions of the school's policy and regulations. The superintendent's interpretation shall be final unless at least two board members direct that the issue be brought to the board of education for review.

#### **ADVERTISING**

#### **Purpose**

The Board of Education has adopted this policy to help align advertising in District publications with the District's educational mission. Advertising revenue from businesses and individuals shall be used to advance the educational mission of the District.

The District reserves the right to deny advertising space to any business and/or individual who seeks to promote activities or products contrary to the District's mission. Advertising is prohibited in classrooms and on buses.

In the event of any dispute the Superintendent shall make the final decision.

#### **Advertising in District Publications**

District publications include all school-sponsored publications such as, but not limited to, school newspapers, newsmagazines, yearbooks, handbooks, and athletic and fine arts event programs. The purposes for accepting commercial advertising in school-sponsored publications are to raise revenue in order to help finance the publications and to teach students journalistic management skills.

#### **Television Advertising**

The District shall not allow advertising on its public TV channel or offer its TV channel to third parties for commercial purposes unless specifically approved by the Board of Education.

#### No Public Forum

School-sponsored and District-sponsored publications do not create a public forum or a designated public forum available to anyone as an advertising or speech forum. It is the intention of the Board of Education to maintain advertising space in District-sponsored publications as nonpublic forums.

All advertising intended for inclusion in a District publication must be approved by the supervising District administrator prior to its inclusion in, and the printing of, the publication. In the event of a dispute the Superintendent or the Superintendent's designee shall have the final decision making authority.

#### The following advertisements will <u>NOT</u> be accepted for District publications:

1. Advertisements which are contrary to or inconsistent with the educational mission of the District.

2. Advertisements which can reasonably be construed as pornographic, as defined by local community standards or that are obscene, vulgar, or lewd.

3. Advertisements which are libelous, racially offensive, religiously offensive, or discriminatory, demeaning or harassing on the basis of sex or any other protected category.

4. Advertisements which promote hostility, disorder, or violence.

5. Advertisements which promote, favor, or oppose controversial political or societal issues.

6. Advertisements which promote a partisan position on a candidate for public office or promote a partisan position on a bond or budget issue or any public question to be submitted at any election.

7. Advertisements which proselytize or espouse religious beliefs or exhort affiliation with any religious organization or religious belief. This restriction does not prohibit religious organizations from advertising their name, address and non-proselytizing messages.

8. Advertisements which use any District or school logo without prior approval.

9. Advertisements which are inconsistent with existing District marketing programs, contracts or policies.

#### Advertisements for any of the following will <u>NOT</u> be accepted:

- a. X-or R-rated movies.
- b. Tobacco products.
- c. Alcoholic beverage products.
- d. Drugs or drug paraphernalia.
- e. Firearms or other dangerous weapons.
- f. Birth control products or information.
- g. Gambling.
- h. Tattoos and body piercings.
- i. Medical marijuana products, dispensaries, processers, growers, or other marijuana-related businesses.

#### Fees

Fees to be charged for commercial advertising in District publications shall be determined by the supervising District administrator.

#### **CYBERSECURITY**

The District takes seriously the safety and security of its students and staff, which includes electronic security. Therefore, it is the policy of the District to have in place measures to prevent unauthorized access to its computer networks and to prevent the online theft, disclosure, use, or dissemination of personally-identifiable information stored on its computer networks (a "security incident").

#### Cybersecurity Protection Measures Generally

The Director of Technology shall be responsible for the design and monitoring of measures to prevent and respond to unauthorized or unlawful access to or use of data on the District's computer networks ("preventative measures"). These measures shall include identifying network vulnerabilities, developing disaster recovery and business continuity plans, establishing clear procedures that comply with this policy, and educating all stakeholders and users on the importance of computer network security. Additionally, the storage of personally-identifiable information stored on District computer networks should be designed so that in the event of a data breach incident, the following data elements associated with the first name or first initial and last name of an individual are either encrypted or redacted: (a) social security number, (b) driver license number or state identification card issued in lieu of a driver license, or (c) financial account number, or credit card number, in combination with any required security code, access code, or password that would permit access to the financial account of the individual.

#### Security and Monitoring

The District will take reasonable efforts to maintain computer network security, whether threatened by security breach, human error, hardware malfunction, or otherwise. The Director of Technology shall be responsible for securing and actively monitoring the District's computer network ("network") to identify, contain, mitigate, and report any security incident, which may include contracting with a third party for such services. However, any staff member who suspects or becomes aware of a security incident shall immediately notify the Director of Technology.

The Director of Technology shall also be responsible for designing, or having in place, adequate preventative measures, including perimeter and access controls, to regulate digital traffic between the District's computers and external entities. To the extent practicable, the electronic transmission of personally-identifiable information should be encrypted or redacted. Additionally, the Director of Technology shall ensure the District's network and all District computer equipment are protected from malicious software attacks such as viruses, ransomware, spyware, and malware by commercial grade cybersecurity software and appropriate and regularly-updated software, including timely installation of necessary software patches.

The Director of Technology shall annually report to the board of education regarding the adequacy of the District's preventative measures, including any security incidents that have occurred, the District's responses to those incidents, and subsequent improvements to network security. The Director of Technology shall also conduct vulnerability assessments to monitor the efficacy of the District's preventative measures and make ongoing improvements or updates to security protocols, systems, hardware, and software as necessary.

The Director of Technology shall also develop a disaster recovery or business continuity plan to be implemented in the case of a disaster or serious security incident which compromises the District's network and/or the data stored thereon. This plan shall include procedures for routinely backing-up District data to a secured, off-site location or onto appropriate backup media at a secure, off-site location. The District may contract with a third party for such services. At least [frequency, i.e., annually, semi-annually], the Director of Technology shall conduct contingency testing to ensure the speedy restoration of District systems and information in the event of a security incident or a disaster.

#### Response and Reporting

In the event of a security incident, the Director of Technology shall immediately notify the Superintendent of Schools, and they, in consultation with the District's legal counsel, shall take such reasonable and appropriate steps as may be required, which may include notification to law enforcement and affected parties. The Superintendent shall also notify the Board of Education of any security incidents as soon as practicable.

#### Education

The [TITLE] is responsible for providing annual information technology training to District personnel who have access to sensitive and personally-identifiable information. This training will emphasize such employees' personal responsibility for protecting the District's network and personally-identifiable information. Additionally and on an ongoing basis, the [TITLE] will provide guidance to all District employees on best practices to mitigate against the threats of a cyber-attack.

Reference: Okla. Stat. tit. 74, § 3113.1; Okla. Stat. tit. 24, §§ 161–166 ("Security Breach Notification Act"); 20 U.S.C. § 1232g, 34 C.F.R. Part 99 ("FERPA"); 47 U.S.C. § 254; 47 C.F.R. § 54.520 ("Children's Internet Protection Act"); 20 U.S.C. § 7131 ("Elementary and Secondary Education Act"); 15 U.S.C. § 7001

#### COMPLIANCE WITH REGULATIONS REGARDING THE FMCSA CLEARINGHOUSE

The District is committed to complying with all federal regulations and assuring the safety of its students. Therefore, it is the policy of the District to comply with all Federal Department of Transportation (DOT) agency regulations regarding mandatory use of the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse (Clearinghouse) to screen its current and prospective CDL employees before and throughout their employment with the District. This policy supplements the District's existing drug and alcohol testing policies regarding bus drivers.

The District may contract with a Consortium/Third-Party Administrator (Consortium) to manage its compliance with this policy and law regarding the Clearinghouse, except its obligations to register and set up and account with the Clearinghouse and pay for queries.

#### **Definitions**

"CDL Employee" means an employee of the District who performs a safety-sensitive function and must hold a CDL as a condition of their employment. This definition expressly includes any individual subject to drug testing under the District's *Drug Testing for Bus Drivers* policy.

"Current CDL Employee" means an CDL employee who was hired prior to January 6, 2020.

"Prospective CDL Employee" means either:

- a current employee of the District who seeks to perform safety-sensitive functions for the first time after January 6, 2020, and must hold a CDL as a condition to perform those safety-sensitive functions, or
- an applicant for a position within the District who was or will be hired after January 6, 2020, for which holding a CDL is a condition of employment.

#### Non-Delegable Duties Regarding the Drug and Alcohol Clearinghouse

The District shall itself register and set up an account with the Clearinghouse and purchase queries from the Clearinghouse. It shall not contract with a Consortium to perform those duties.

CDL Employees Hired After January 6, 2020: Pre-Employment Screening

- The District shall require all prospective CDL employees to register themselves with the Clearinghouse and provide the District with digital consent to obtain all information available from a full query.
- Until January 6, 2023, the District shall also secure the prospective CDL employee's written consent to obtain from previous and current DOT-regulated employers the following information covering the past three (3) years:
  - Any verified positive, adulterated, or substituted controlled substances test result; any alcohol confirmation test with a concentration of 0.04 or higher; any refusal to submit to a test in violation of 49 C.F.R. § 382.211; or any employer has reported actual knowledge, as defined at § 382.107, that the driver used alcohol on duty in violation of § 382.205, used alcohol before duty in violation of § 382.207, used alcohol following an accident in violation of § 382.209, or used a controlled substance, in violation of § 382.213.
  - The District shall obtain the necessary consent and conduct a full query through the Clearinghouse for all prospective CDL employees and obtain results that confirm the prospective CDL employee's Clearinghouse record contains none of the violations listed in this section before permitting any prospective CDL employee to perform a safety-sensitive function for the District, including operating a CMV.
  - Once a prospective CDL employee has been hired, the District will conduct query requirements on the employee to the same extent those required on Current CDL Employees.

#### Current CDL Employees: Conducting Queries from the Clearinghouse

- At least annually (defined as once per 365-day period), the District shall conduct queries (full or limited) from the Clearinghouse on each CDL employee to determine whether information exists in the Clearinghouse. Any query run on an employee (including any full query run on a prospective CDL employee) shall count towards this requirement.
- When the District runs full queries on its CDL employees, it shall require those employees to register with the Clearinghouse and provide digital consent for the District to obtain all information available from a full query.
- The District may, in lieu of full queries, annually obtain its CDL employees' written consent and perform limited queries of the Clearinghouse.
  - Should a limited query show that information exists within the Clearinghouse about a particular CDL 0 employee, the District shall, within 24 hours of conducting the limited query, require the employee to register with the Clearinghouse (if not already registered) and provide digital consent for the District to obtain all information available from a full query; the District shall then conduct a full query to confirm the CDL employee's Clearinghouse record contains none of the prohibitions listed below.
  - If the District fails to conduct a full query with the prescribed 24 hours, it shall not permit the CDL employee to continue to perform safety-sensitive functions until the District obtains a full query showing none of the prohibitions listed below.

#### Prohibitions

- The District shall not permit a CDL employee to perform any safety-sensitive function if they refuse to provide the necessary consents or the results of a Clearinghouse query demonstrate any of the following:
  - o a verified positive, adulterated, or substituted controlled substances test result; an alcohol confirmation test with a concentration of 0.04 or higher; a refusal to submit to a test in violation of 49 C.F.R. § 382.211; an employer has reported actual knowledge, as defined at § 382.107, that the driver used alcohol on duty in violation of § 382.205, used alcohol before duty in violation of § 382.207, used alcohol following an accident in violation of § 382.209, or used a controlled substance in violation of § 382.213, except where a query of the Clearinghouse demonstrates that:
    - (1) That the driver has successfully completed the Substance Abuse Professional (SAP) evaluation, referral, and education/treatment process set forth in part 40, subpart O, of title 49; achieves a negative return-to-duty test result; and completes the follow-up testing plan prescribed by the SAP.
    - . (2) That, if the driver has not completed all follow-up tests as prescribed by the SAP in accordance with 49 C.F.R. § 40.307 and specified in the SAP report required by § 40.311, the driver has completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, of title 49 and achieves a negative return-to-duty test result, and the employer assumes the responsibility for managing the follow-up testing process associated with the testing violation.

#### **Recordkeeping Requirements**

The District shall retain for three (3) years a record of each Clearinghouse query it runs and all information received in response to each query made. The District shall additionally retain any written employee consent to limited queries for a period of not less than three (3) years from the last date a query was run on the employee. Updating the Clearinghouse

- The District or a Service Agent on behalf of the District, shall, by the close of the third business day following the date on which it obtained information related to a CDL employee, update the Clearinghouse with all information required under 49 C.F.R. §382.705(b), in any of the following circumstances:
  - An alcohol confirmation test with a concentration of 0.04 or higher or a refusal to test for alcohol.
  - Refusal to test for drugs when a determination by an MRO is not required. 0
  - Actual knowledge (defined by 49 C.F.R 382.107) that a driver has used alcohol on duty, used alcohol 0 within four (4) house of coming on duty, used alcohol prior to a post-accident test, or has used a controlled substance.
  - Negative return-to-duty test results (drug and alcohol testing); and 0
  - Completion of a follow-up test. 0

- A SAP or MRO as defined in the *Drug Testing for Bus Drivers* policy shall report any information required by 49 C.F.R. 382.705 in the circumstances required pursuant to that regulation. The circumstances that must be reported include:
  - Verified positive, adulterated, or substituted controlled substance tests results (MRO);
  - Refusal-to-test determination by the MRO (MRO);
  - o A negative return-to-duty test (SAP); and
  - An employer's report of completion of follow-up testing (SAP);

Use of the Drug and Alcohol Clearinghouse to Comply with 40 C.F.R. § 40.25

• As of January 6, 2023, the District shall use the Clearinghouse in accordance with 49 C.F.R. § 382.701(a) to comply with its obligations under 49 C.F.R. § 40.25 regarding its drug and alcohol testing requirements for CDL employees; except, where an employee subject to follow-up testing has not successfully completed all follow-up tests, the District shall then request the employee's follow-up testing plan directly from the previous employer in accordance with § 40.25(b).

Additionally, the District shall request information required under § 40.25 directly from those employers regulated by a DOT agency other than FMCSA if a prospective CDL employee was subject to an alcohol and controlled testing program under the requirements of a DOT Agency other than FMCSA.

## Guthrie Public Schools Bus Driver Consent for Release of Information and General Consent for Limited Queries of the FMCSA Drug and Alcohol

I, \_\_\_\_\_\_\_\_hereby agree to allow any of my former Department of Transportation ("DOT") regulated employers, who have employed me within three (3) years of the date that I applied for a position with Guthrie Public Schools (the "District"), to release information concerning my prior drug and alcohol tests and results. This is for any position I held which required the performance of safety-sensitive duties. I understand that the District is required by law to obtain my consent in writing, and my signature below authorizes any of my former DOT-regulated employers to release the following information to the District:

- 1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
- 2. Verified positive drug tests;
- 3. Refusals to be tested (including verified adulterated or substituted drug test results);
- 4. Other violations of DOT agency drug and alcohol testing regulations; and

5. Documentation of the successful completion of the return-to-duty requirements (if I have violated a drug or alcohol regulation).

I further agree to turn over copies of any documentation or information I have in my possession that relates to the five (5) areas described above. I understand that if I refuse to consent in writing to the release of the above information, federal law prohibits me from performing safety-sensitive duties. I also understand that I must complete a Release of Information Form related to any employer that is subject to the consent above.

I also provide consent to the District to conduct a limited query of the Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. My consent will remain in effect for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

By signing below, I acknowledge that I have read, understand and agree to the foregoing. I also acknowledge and affirm that I have provided the District with a complete listing of my former employers, including my former DOT-regulated employers.

Driver

Date

#### List of Prior Employers

Consent declined:

Employee must list all employers within the past three years of his/her date of application. Attach additional pages if necessary.

Previous Employer Information		
Dates of Employment Previous Employer Name:		
Previous Employer Name:		
Address:		
Phone #: Fa	ax #:	
Job Position:	_CDL required? Yes_	/No
While in this position, were you subject to DOT Dru		
If the answer to either of these questions is YES, yo		
employer.	•	
Dates of Employment		
Previous Employer Name:		
Address:		
Phone #: Fa	ax #:	
Job Position:		
While in this position, were you subject to DOT Dru		
If the answer to either of these questions is YES, yo	u must complete a Relea	ase of Information Form for this
employer.		
Dates of Employment		
Previous Employer Name:		
Address:		
Phone #: Fa	ax #:	
Job Position:		
While in this position, were you subject to DOT Dru		
If the answer to either of these questions is YES, yo	u must complete a Relea	ase of Information Form for this
employer.		
Dates of Employment		
Dates of Employment Previous Employer Name:		
Address:		
Phone #: Fa		
Job Position: 10		
While in this position, were you subject to DOT Dru		
If the answer to either of these questions is YES, yo		
employer.	u musi complete a Relea	ise of information rorm for this
employer.		
For Administrative Use Only:		
	(date) (Die	strict employee initials)
Consent form provided to bus driver:	(Dis	mer emproyee muuus)
Consent form returned from bus driver:		

#### General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse

I provide consent to the District to conduct a limited query of the Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. My consent will remain in effect for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations. By signing below, I acknowledge that I have read, understand and agree to the foregoing.

**Employee Signature** 

Date

#### "Release of Information Form -- 49 CFR Part 40 Drug and Alcohol Testing"

## Employees MUST complete one form for every previous DOT-regulated employer they have been employed at in the past THREE years.

Employee Printed or Typed Name:		
Employee SS or ID Number:		
<b>Section I.</b> To be completed by the employee: <b>I-A. Previous Employer Information</b> Previous Employer Name:		
Address:		
Phone #:	Fax #:	
Designated Employer Representative (if known): I-B. New Employer Information New Employer Name: Guthrie Public Schools Phone #: Designated Employer Representative:	Address: <u>802 E. Vilas, Guthrie, OK 73044</u> Fax #:	
<b>I-C. Consent:</b> I hereby authorize release of informat alcohol testing records by my previous employer, lis release is in accordance with federal regulations und	tion from my Department of Transportation regulated drug sted in <i>Section I-A</i> , to the employer listed in <i>Section I-B</i> . T ler 49 CFR Part 40.25 and Part 382.413. I understand that evious employer, is limited to the following DOT-regulated I testing regulations;	his
Employee Signature:	Date:	
<ul> <li>II-A. In the three years prior to the date of the emploid. Did the employee have alcohol tests with a result 2. Did the employee have verified positive drug tests 3. Did the employee refuse to be tested? YES1</li> <li>4. Did the employee have other violations of DOT as testing regulations? YES NO</li> <li>5. Did a previous employer report a drug and alcoho 6. If you answered "yes" to any of the above items, of employee complete the return-to-duty process? N/A NOTE: If you answered "yes" to item 5, you must pritem 6, you must also transmit the appropriate return record(s)).</li> <li>II-B.</li> </ul>	s? YESNO NO Igency drug and alcohol of rule violation to you? YESNO did the YESNO rovide the previous employer's report. If you answered "y m-to-duty documentation (e.g., SAP report(s), follow-up te	sting
Name of person providing information in Section II-	-A: Date:	
1 itie:	Phone #:	

#### TELEWORK DURING EXTENDED SCHOOL CLOSURE OR INTERMITTENT USE

THIS POLICY SHALL BE IN EFFECT WHEN DISTRICT SCHOOL SITES ARE CLOSED FOR AN EXTENDED PERIOD DUE TO EXIGENT CIRCUMSTANCES[ OR WHEN INTERMITTENT TELEWORK ARRANGEMENTS ARE WARRANTED]; THESE procedures WILL NOT BE USED WHEN THE DISTRICT IS OPEN FOR IN-PERSON INSTRUCTION EXCEPT AS DETERMINED NECESSARY BY THE SUPERINTENDENT.

The board of education, while preferring that all District employees perform their work duties at their Primary Work Locations, does recognize that under certain extenuating circumstances it may be necessary to require or authorize some District employees to work from an alternative work location.

The purpose of this policy is to ensure the District is able to effectively continue educating and serving its students when it is required to temporarily close District work sites for an extended period due to extenuating circumstances, including, but not limited to, pandemic health emergencies and closure orders from federal, state, or local authorities or when the Superintendent determines that intermittent telework arrangements are necessary and meet District needs.

#### **DEFINITIONS**

- **District Work Location:** A location, either on or off District property, to which a Teleworking Employee must physically report to complete a task or work assignment by his/her supervisor.
- **On-Call:** A work assignment where the employee is considered "at work," though not physically present at his/her Primary Workplace, by being immediately available and accessible by electronic or telephonic means during the employee's regular work hours, including any other designated hours due to a staggered or alternate work schedule, and who is required to physically report to a District Work Location or the Teleworking Employee's Primary Workplace when directed by their supervisor.
- **Primary Workplace:** The Teleworking Employee's usual and customary workplace or work site.
- **Telework/Teleworking:** A flexible work arrangement in which the superintendent or designee directs or allows Teleworking Employees to perform their essential job functions at pre-approved Telework Locations in accordance with their same performance expectations.
- **Telework Employee(s)/Teleworking Employee(s):** District personnel who have been authorized by District administration to Telework during a Telework Event to produce an agreed upon work product and/or complete work-related duties. This includes support personnel who are working On-Call.
- **Telework Event:** A potentially recurring situation during which time designated employees may Telework in lieu of physically reporting to their Primary Workplace.
- **Telework Location:** A work site or space not owned or leased by the District, but which is an approved location from which Teleworking Employees may perform their assigned job functions, which can include an employee's home. A Telework Location is one which is safe, secure, free of undue distractions, adequately equipped to allow the Teleworking Employee to complete assigned work tasks and duties, and one which allows the employee to be immediately available and accessible by electronic or telephonic communication means during regular work hours and any other assigned or designated hours (e.g., required office hours pursuant to any virtual or distance learning policy).

#### **GENERALLY**

In circumstances which necessitate extended cessation of in-person instruction and/or closure of some or all District work sites, the District considers Telework to be a viable alternative work arrangement for the delivery of instruction and services to students from designated certified employees and support staff. Therefore, under certain

circumstances, the board of education (board) delegates authority to the superintendent or designee to designate employees, individually or collectively, who may or must Telework until further advised.

Teleworking, in part or whole, will continue as an acceptable work arrangement as long as, in the superintendent's sole discretion, such conditions continue to exist which necessitate the use of Teleworking as a means to deliver instruction and/or services to students. The superintendent will consider local, state and/or federal guidance related to the Telework Event when making this determination.

The decision of whether Telework is appropriate or required for a particular employment position is at the sole discretion of the superintendent. The superintendent or designee is authorized to establish any necessary guidelines or procedures to be used in identifying suitable work positions and employees who are eligible to Telework and may require any employee to Telework or not Telework. Teleworking arrangements may be discontinued at any time with reasonable advance notice.

Telework may be appropriate for some employment positions and employees; however, Teleworking is not an entitlement. Telework may be denied to certain employees at the sole discretion of the superintendent or designee, and any such denial is not appealable to the board. The superintendent's discretion under this policy shall, in compliance with federal and state antidiscrimination laws, be exercised in a non-discriminatory manner.

Notwithstanding the provisions above, if the assignment or denial of Telework to an employee effectively results in a demotion, suspension, or termination, this policy shall not prevent a qualified employee from exercising due process rights under the district's policies related to that demotion, suspension or termination.

Not all employees may be eligible for Teleworking. Employees who may not be eligible to Telework can include, but are not limited to, those employees that are identified as emergency personnel, members of critical infrastructure pursuant to any federal or state order, or employees whose physical presence at their Primary Workplace is essential to the performance of their duties (e.g., food service, maintenance, administrative personnel, etc.). If an employee is not eligible for Telework and the employee is unable to work during assigned hours, the employee may be required to take any available accrued leave, whether paid or unpaid, in compliance with relevant District leave policies, unless the employee is eligible for other state or federal leave benefits available at the time.

Neither this policy, nor the procedures outlined herein, are intended to and do not confer additional employment rights on any District employee, including the right to Telework or be assigned to a position that is eligible for Teleworking under this policy.

The board reserves discretion to overrule or modify the superintendent's decisions to permit, require, or terminate Telework under this policy.

#### TELEWORK LOCATION APPROVAL:

Any and all telework locations must be approved prior to the employee beginning telework assignments. It is the duty of the employee to provide the address of the telework location to the superintendent/designee and to receive written approval within a reasonable time frame prior to commencing telework. No employee shall commence telework without written prior approval of the telework location by the superintendent or designee. The requested telework location may be denied to employees at the sole discretion of the superintendent or designee. Telework out-of-state will not be approved due to the myriad tax, employment and other issues presented when employees seek to work in out-of-state locations.

If an employee wishes to work from an alternative location, other than the pre-approved location, the employee must give two weeks notice to the superintendent/designee including the new address of the location and reason for the relocation. The employee must receive written approval prior to commencing telework in the new location.

All teleworking employees must be available to report to the district worksite location at all times during work hours unless a health consideration exists.

#### CONDITIONS OF TELEWORK

Employees may not Telework on a full-time, permanent basis. Teleworking Employees shall adhere to all applicable District policies and procedures, unless specifically preempted pursuant to this policy.

Employees who Telework via electronic means must be computer literate and have access to a pre-approved, appropriate Telework Location, along with the required computer and telecommunications resources necessary for completion of work responsibilities. District-owned software may be installed on a Telework Employee's personal computer equipment in compliance with and subject to applicable software license agreements and must be removed from the employee's personal electronic equipment upon direction by District Administration. In all cases, if an employee separates from the District for any reason, all District software must be removed from the employee's personal electronic equipment.

Employees must seek prior approval to remove district technology or equipment from the pre-approved telework location. Absent approval, teleworking employees may not remove district technology or equipment from the pre-approved telework location for any reason.

Teleworking Employees must be available by phone and email during their regularly-scheduled work hours and during any alternate or staggered schedule hours as necessary under the circumstances and assigned by the employee's supervisor (e.g., scheduled office hours pursuant to any virtual or distance learning policy). Attendance at the employee's Primary Workplace for mandatory on-site meetings, training sessions, or other official District business activities is required when scheduled by the District.

On-Call Employees must be immediately available and accessible by electronic or telephonic communication means during the employee's regular work hours, including any other designated hours due to a staggered or alternate work schedule, from their Telework Location and are required to physically report to a District Work Location or the Teleworking Employee's Primary Workplace when directed by their supervisor.

All District and professional standards of performance and conduct that apply in the employee's Primary Workplace continue to apply at Telework Locations. Furthermore, employees shall adhere to all District policies, rules, and regulations while Teleworking. Employees with questions as to how a specific policy or procedure will be effective in the Telework environment should contact their direct supervisor for guidance.

The District may, but is not required, to give the employee a list of directives regarding teleworking in relation to this policy. Any work-related injuries that occur while the employee is teleworking must be reported to the District.

#### **IMPACT ON SALARY AND BENEFITS**

Any change in salary and hourly pay or benefits will be done in accordance with Oklahoma law. Teleworking employees unable to Telework due to illness or other reasons should contact their supervisor in accordance with District leave policies.

#### TELEWORKING AS AN ADA ACCOMMODATION

This policy does not apply to employees who Telework as an accommodation under the Americans with Disabilities Act (ADA). Should the District determine that Teleworking is a reasonable accommodation under the ADA and does not impose an undue burden on the District, the District and employee shall follow the District's applicable ADA accommodations procedures and policies with respect to such accommodation.

Reference: 29 U.S.C. 201–209; 42 U.S.C. 12101 et seq., 28 C.F.R. pt. 35

#### EMERGENCY MEDICAL SERVICES AT DISTRICT ATHLETIC EVENTS AND ACTIVITIES

As required by the Riley Boatwright Act, prior to the beginning of the 2020-2021 school year, the board of education shall coordinate with the emergency medical services provider that serves the area in which the district is located and develop a plan for the provision of emergency medical services at athletic events or activities held at district facilities.

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

Reference: Okla. Stat. tit. 70, § 27-104 FIRST AID STUDENTS (REGULATION)

#### **MEMORANDUM:**

TO:	Members of the Board of Education and Dr. Mike Simpson, Superintendent
FROM:	Angie Young, Director of Special Education
SUBJECT:	Contractual Agreement with Sheri Fairchild for Psychoeducational and Psychological Evaluation Services

**DATE:** July 30, 2020

Attached is an agreement with Sheri Fairchild to provide Special Education evaluations for the 2020-2021 school year. Federal and state policies require that evaluations and eligibility meetings must be completed within 45 school days of parent permission for testing. This contract with Sheri Fairchild will supplement services provided by our school psychologist. During the school year, anytime the number of assessment referrals exceeds the amount our school psychometrist and psychologist can complete in a 45 day period, the additional assessments will be completed by Ms. Fairchild.

Ms. Fairchild has agreed to provide services for Guthrie Public Schools during the 2020-2021 school year for \$375.00 per test battery (including a written psycho-educational report). Ms. Fairchild will not charge mileage. These services will be approximately \$12,000.00.

Additional Quotes Linda Johnson - \$450 per test battery plus \$50 per hour for eligibility meetings and consultation Mediscan Staffing Services - \$75 -\$95 per hour Soliant - \$71.50 - \$86.50 per hour ProCare Therapy \$70 - \$80 per hour plus mileage and travel time depending on the experience of the service provider and the needs of the district

#### PSYCHOEDUCATIONAL AND PSYCHOLOGICAL EVALUATIONS CONTRACT AGREEMENT for the 2020-21 school year.

The following agreement is between Guthrie Public Schools and Sherri Fairchild, M. Ed., Certified School Psychologist. The terms of this agreement are as follows:

- Provider will conduct psychoeducational and psychological evaluations as well as test kits, protocols, and testing items.
- Provider will send a written report. (Will participate in the eligibility process and meetings, if needed).
- Provider will interpret and will participate in any eligibility meeting in which an outside provider has done the evaluation.
- Guthrie Public Schools will contract on a per referral basis to include the following fee schedule.

-Evaluations for Specific Learning Disability, Intellectual Disability, Developmental Delay \$375

-----Dyslexia specific referrals under Specific Learning Disability \$400

-Cognitive or achievement only \$200

-Psychological evaluation for ADHD/ADD, Autism, or Emotional Disturbance \$600

-Psychological only (not including a cognitive/ achievement) \$300

-Qualified examiner for an outside evaluation \$100

Fanchild 7/30/2020

Service Provider

Date

**Director of Special Services** 

Date

Superintendent

Date

167



# GUTHRIE PUBLIC SCHOOLS

**COVID-19 Protocols for 2020-21** 



#### How will School Start on August 20<sup>th</sup>?

Our number one priority is student and staff health and safety while also providing a safe and positive learning environment for all students. Guthrie Public Schools understands the importance of in-person instruction for our students and our goal is to start in person instruction on August 20<sup>th</sup>. We realize a need may arise when we have to close a classroom, school, or the entire district temporarily due to a rise in confirmed cases of COVID-19. If we must transition from in person instruction to distance learning overnight, we want to assure parents that our teachers and students are equipped with the resources and knowledge to conduct and participate in distance learning. Guthrie Public Schools will be using Google Classroom, Edgenuity Online Courseware for grades 6-12, and Exact Path Online Courseware for grades K-5. Our staff will be utilizing professional development days in August to be trained on implementing these options to assure there will be no loss of instruction if distance learning is needed.

As you might imagine, there will be some changes to a normal school day for a student. One of those changes will include more assigned seating, including on school buses. Parents are encouraged to take their child to school if possible. At this time, we are strongly encouraging wearing a mask when social distancing of six feet or more isn't possible. Parents will be required to screen their child daily before leaving home for COVID-19 symptoms. Staff will also be required to screen for the same COVID-19 symptoms. Any visitors to a school will be required to wear a mask at all times while on campus.

## **Online Options with BLUEJAY ACADEMY for Students 6-12**

BLUEJAY ACADEMY is a fulltime virtual class with online curriculum for individual student success monitored by Guthrie Public Schools staff. Students in grades 6-12 will receive online instruction from district purchased Edgenuity Courseware that is individually tailored for each student. Students that meet eligibility requirements would also be able to participate in all Guthrie Public Schools extracurricular activities.

You can apply or learn more about the BLUEJAY ACADEMY by visiting <u>www.guthrieps.net</u> or by clicking the link provided below.

https://www.guthrieps.net/vnews/display.v/SEC/Bluejay%20Academy

#### **COVID-19 PROTOCOL FOR GUTHRIE PUBLIC SCHOOLS**

#### DAILY SCREENING

- Parent screening using provided checklist; if parents send their child to school, they are certifying they have screened their child. It's the parent's responsibility to do the parent screening and it will be relied upon by the school district.
- 2. Staff also screen themselves; it is the staff member's responsibility to screen themselves before coming to work. By coming to work, they are certifying they have screened themselves.
  - > Checklist attached: At Home Checklist for Students and for Faculty/Staff
  - Communication to parents attached

#### AT SCHOOL PROCEDURES

**Isolation Room:** Any student or staff member who exhibits a fever of 100 degrees or more will be instantly isolated in a predetermined isolation room and immediately sent home.

After being sent home, the student or staff member cannot return to school until one of the following criteria is met:

- <u>Without COVID testing</u>, the student or staff member must not be present at school for 10 days from symptom onset. The student or staff member may return on 11<sup>th</sup> day if symptoms have resolved.
- <u>After a negative COVID test</u>, the student or staff member can return to physical school after <del>3 days</del> 24 hours of being fever free with no fever reducing medication.
- The student will become a distance learner at home until he/she can return to school.
- The student will be counted as present because distance learning will be provided.
- The student will be entered into a database accessible only to necessary school personnel.

#### POSITIVE CASE – ELEMENTARY CAMPUS

- 1. Consult with Logan County Health Department as they begin contact tracing.
- 2. Communicate to staff.
- 3. Communicate to applicable parents depending on classroom arrangement.
- 4. Thoroughly sanitize classroom.
- 5. Positive case classroom goes to distance learning for 14 days while those students are quarantined. If the student has siblings, the siblings will be quarantined.
- 6. If the attendance of campus learners at the site and/or district where the positive case occurs reaches a 35% absenteeism rate, the site and/or district (dependent on school size and structure) will go to distance learning for 14 days. The count starts on the first day of distance learning.
- 7. Grab and Go meals will be provided starting on Day 1 of distance learning. Delivery schedule will be dictated by the district's Child Nutrition capabilities.

#### POSITIVE CASE – SECONDARY LEVEL CAMPUS

- 1. Consult with Logan County Health Department as they begin contact tracing.
- 2. Communicate to staff.
- 3. Communicate to parents at site about positive case.
- 4. Logan County Health Department will decide which students must be quarantined and go to distance learning dependent on exposure level as determined by the county health officials.
- 5. If the attendance at the site and/or district where the positive case occurs reaches a 35% absenteeism rate, the site and/or district (dependent on school size and structure) will go to distance learning for 14 days. The count starts on the first day of distance learning.
- 6. Grab and Go meals will be provided starting on Day 1 of distance learning. Delivery schedule will be dictated by the Child Nutrition capabilities.

#### **REQUIREMENTS FOR ALL ELEMENTARY AND SECONDARY TEACHERS**

- 1. Maximize classroom space (remove reading nooks, center areas, etc.)
- 2. One directional seating (for all classrooms that don't have round tables)
- 3. Seating charts (required by all teachers for all classes)

#### **BUS TRANSPORTATION**

- 1. Recommend alternate transportation if possible for all bus riders.
- 2. Maximize air flow.
- 3. Seating chart <u>required</u>.
- 4. Additional bus routes (district decision)
  - > Letter to parents about alternate transportation attached.

## **COVID-19 SCREENING FORM**

#### STUDENT NAME: \_\_\_\_\_

ANY STUDENT ANSWERING YES TO ANY QUEST	'ION OR	RECO	RDING A	А ТЕМРІ	ERATUI	RE OF 10	00 OR AB	OVE MUS		ignature of I F HOME.	Parent			
DATE	FEV		SORE T		PERSI: COU	STENT	LOSS OI	F SMELL ASTE	SHORT	NESS OF EATH	POSITIV	NTACT TO 'E COVID IENT	ТЕМР	Parents Initials
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
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	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		

## **COVID-19 SCREENING FORM**

NAME: \_\_\_\_\_

Signature

#### ANY FACULTY/STAFF MEMBER ANSWERING YES TO ANY QUESTION OR RECORDING A TEMPERATURE OF 100 OR ABOVE MUST STAY AT HOME.

DATE	FEV		SORE T		PERSI		LOSS OI	F SMELL ASTE	SHORT	NESS OF EATH	CLOSE CO POSITIV	NTACT TO 'E COVID IENT	ТЕМР	Initials
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO		

## **Response to COVID-19 Scenarios**

## Scenario

Action

Communication

No communication needed

A student or staff member exhibits a temperature of 100 degrees or above (whether at school or at home) Student/staff must be sent, or remain, at home until one of the following conditions is met:

With a <u>negative</u> COVID test, he/she can return to school after being fever free for 24 hours with no fever reducing medication.

If <u>not tested</u>, the student/staff must remain at home for 10 days.

Site remains open.



## Scenario

A student or staff member tests positive for COVID-19

## Action

Health Department will be notified and conduct contact tracing

If the student/staff is in the elementary grade range, all individual class members will quarantine and go to distance learning for 14 days from last exposure and monitor any symptoms.

All other grade level actions will be dependent on contact tracing and decisions by the Health Department.

If at any time with the report of a positive case the absenteeism rate at a site/district reaches 35%, the site/district (dependent on size and school structure) will go to distance learning for 14 days.

## Communication

To:

Applicable Staff

Applicable student families

Site, if necessary

District, if necessary

## **SCHOOL BUS SEATING CHART**

DRIVER \_\_\_\_\_

BUS # \_\_\_\_\_

FRONT OF BUS ROW 1 **ROW 2 ROW 3** ROW 4 **ROW 5 ROW 6 ROW 7 ROW 8 ROW 9 ROW 10 ROW 11 ROW 12 ROW 13 ROW 14 ROW 15** 175

#### REGISTRAR AND PAYING AGENT AGREEMENT

This Registrar and Paying Agent Agreement ("Agreement") is executed and effective this **10th day of August 2020**, by and between BancFirst, an Oklahoma Banking Corporation with offices in Oklahoma City, Oklahoma ("Bank") & Independent School District No. **1 of Logan County, Oklahoma** ("Issuer").

WHEREAS, Issuer contemplates issuing certain bonds as duly approved by Issuer ("Bonds") described as follows:

## \$750,000-General Obligation Building Bonds, Series 2020B (Guthrie Board of Education)

WHEREAS, the Issuer desires that the Bank act as Agent on behalf of Issuer to perform the duties of Registrar and Paying Agent as set forth herein.

WHEREAS, the Bank is willing to act in such capacities solely in accordance with this Agreement and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Issuer and the Bank agree as follows:

#### ARTICLE I REGISTRAR

#### Section 1.01 Acceptance by the Bank as Registrar

Issuer hereby appoints the Bank to act as Registrar for the purpose of registering the Bonds and transferring Bonds as herein provided, and the Bank hereby agrees to perform the duties of Registrar upon the terms and subject to the conditions of this Agreement.

#### Section 1.02 Duties of Registrar

The duties of Registrar shall be:

- a. to authorize by manual signature, prepare and deliver Bonds upon the instructions of Issuer or the Underwriter as Agent for Issuer; and
- b. to keep and maintain the Register complete, current and accurate at all times in accordance with the Bank's general practices and procedures in effect from time to time; and

- c. to maintain a full and complete accounting of all bonds issued, outstanding, destroyed and in inventory; and
- d. permit the inspection of the Registrar during the Bank's normal business hours by Issuer; and
- e. to cancel any Bond which has been paid, redeemed, transferred, exchanged converted or otherwise required to be cancelled; and
- f. to return, at such reasonable intervals as Bank determines, to the Issuer, Bond certificates in lieu of which or in exchange for which other certificates have been issued or which have been paid; and
- g. to provide information concerning the Bonds and its Register to any party entitled to such information; and
- h. to except during the time set forth in Section 1.04, transfer the ownership on the Register of any Bond when said Bond, which has been duly and properly endorsed in a manner acceptable to the Bank and in relation therewith all things required by law and regulation have been done, is presented for transfer; and
- i. to issue a replacement Bond of like tenor in the name of the designated transferee after performing the duties enumerated in item h. immediately above; and
- j. to issue a replacement Bond of like tenor in lieu of any mutilated, lost, destroyed or stolen Bond upon receipt by the Bank of evidence to its satisfaction of the mutilation, destruction, loss or theft of such Bond and receipt of such security or indemnification as the Bank may reasonably require to hold it and the Issuer harmless from any liability for its issuance of a replacement Bond.

#### Section 1.03 Duties of Issuer

- a. Issuer agrees to provide or cause the Underwriter to provide to Registrar at the time of initial issuance of the Bonds an accurate and complete list setting forth the following information, all of which shall be in a form acceptable to the Bank;
- 1. Each bondholder's name as it is to appear on each Bond to be issued, or in the event a Bond is to be registered to a trust or to a minor, then Registrar will be provided with all information necessary to register such Bond in proper legal form; and
- 2. Each bondholder's address; and
- 3. Each bondholder's Social Security Number or Federal Tax Identification Number; and
- 4. The principal amount of each Bond to be issued; and
- 5. The stated maturity of each Bond to be issued; and
- 6. The rate of interest applicable to each Bond; and
- 7. Any other information required by applicable tax or other laws, rules or regulations;

- b. Issuer agrees to provide or cause to be provided the information enumerated under item a. immediately above with sufficient lead-time to permit the Bank to perform its duties hereunder in an orderly and deliberate manner.
- c. Unless issue is Book-Entry, Issuer agrees to provide a sufficient supply of Bonds, in a form acceptable to Registrar, to enable Registrar to issue Bonds. As long as any Bonds remain outstanding, Issuer agree to provide a sufficient supply of additional unissued Bonds to enable the Bank to perform its duties as set forth under this Article I regarding transfers of ownership as long as any Bonds remain outstanding. All bonds, at the time so provided to the Bank, will be numbered consecutively and will be fully executed by duly authorized representatives of Issuer.

#### Section 1.04 Record Date

The Bank shall not be required to transfer or exchange any Bond during the period beginning fifteen (15) days prior to any date fixed for the payment of interest or principal on any of the Bonds.

#### Section 1.05 Persons Deemed Owners

The Bank shall treat each person in who so name any Bond is registered on the Register as the owner of such Bond, for all purposes and at all times, both before and after maturity of any Bond, including without limitation, the payment of principal of, premium on, if any, and interest on such Bond and for all other interest and purpose.

#### ARTICLE II PAYING AGENT

#### Section 2.01 Acceptance by Bank as Paying Agent

Issuer hereby appoints the Bank to act as Paying Agent for the Bonds, and Bank hereby accepts appointment as Paying Agent for the Bonds, upon the terms and subject to the conditions of this Agreement.

#### Section 2.02 Duties of Paying Agent

The Bank, as Paying Agent, agrees to punctually pay in accordance with the dates specified in the Bond Resolution by bank draft to bondholders of record the principal of, premium, if any, and interest on the Bonds but only to the extent that Issuer has deposited with the Bank sufficient collected funds for such purposes. The Bank agrees to perform necessary and customary duties with respect to any presentation, surrenders, notices, and demands in connection with the Bonds. The Bank agrees to maintain a full and complete accounting of all funds deposited with and disbursed by the Bank under this Agreement, and to furnish Issuer with such periodic reports as it may require with respect thereof.

#### Section 2.03 Limitation of Liability of Bank for Payment

Notwithstanding any other provision herein, the Bank shall not be obligated to pay any person any claim arising hereunder or under the Bonds in amount in excess of the amount actually on deposit with the Bank in immediately available funds. Under no circumstances shall the Bank by required to advance or pay its own funds to any person claiming any interest on any Bond, nor shall the Bank be liable in any manner for the sufficiency, adequacy, correctness or source of any funds on deposit with the Bank or for any other debts or obligations of Issuer, however arising.

#### Section 2.04 Payment Due on Saturdays, Sundays and Holidays

In any case where any payments with respect to the Bonds shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which Banking institutions in the City of Oklahoma City, Oklahoma, or in such other locality as Paying Agent may maintain its offices, are authorized by law to close for business, then said payment need not be made on such date, but shall be made on the next succeeding banking business day with the same force and effect as if made on the day upon which said payments fall due.

#### Section 2.05 Unclaimed Principal or Interest

Any money deposited with the Bank for payment of the principal, premium (if any) or interest on any Bond and remaining unclaimed for two years after the final maturity of the Bond has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Bond shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

#### ARTICLE III FEES

#### Section 3.01 Bank's Fees and Expenses

The Bank's fees for the performance of its duties as Registrar and Paying Agent under the terms of this Agreement are a payable of: \$350 acceptance fee, payable upon issuance of the Bonds; \$350 annually, with the first billing due on October 1, 2021 and then each October 1st thereafter through the final maturity.

In addition to the above stated fee, Issuer also agrees to reimburse the Bank, upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof including the cost of payment of principal, premium, if any, and interest and the reasonable compensation and the expenses and disbursements of its agents and counsel Should the Issuer elect to terminate

this Agreement under the provisions of Section 5.01 and appoint a successor Registrar and Paying Agent, the Bank reserves the right to charge and be paid by the Issuer for the costs of transferring records, notifying bondholders and for any other duties that need to be performed.

#### ARTICLE IV LIABILITY

#### Section 4.01 Limitations on Liability of Bank

- a. The Bank shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only as to its due execution and the validity and effectiveness of its provision, but also as to the trust and acceptability of any information therein contained, which it in good faith believes to be genuine.
- b. Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained. The Bank shall be under no liability for interest on any money received by it hereunder.
- c. The Bank shall not be liable for any error of judgement, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.
- d. The Bank may consult with, and obtain advice from legal counsel of its selection in the event any question as to any of the provisions hereof or its duties hereunder shall arise and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The Cost of such services shall be born by Issuer.
- e. The Bank shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless in writing received by it, and, if its duties or liabilities as set forth herein are affected, unless it shall have given its prior written consent hereto.

#### ARTICLE V TERMINATION

#### Section 5.01 Termination

This Agreement shall be terminable by the Issuer without notice at the end of each fiscal year of the Issuer. Termination of compensation to the Bank at the end of a fiscal year shall, without more, operate to terminate this Agreement. This Agreement, unless

terminated, shall continue in effect indefinitely, but nothing in this Agreement shall be construed as binding the Issuer to make payments in any future fiscal year until the Issuer by its actions in a new fiscal year extends the Agreement for a one-year period corresponding to the new fiscal year of the Issuer. Any continued performance of the terms of this Agreement by the Issuer in a new fiscal year shall, without any further necessary act on the Issuers part, be effective as an extension of the term of this Agreement for a one-year period coinciding with the Issuers new fiscal year.

In addition to the provision in the preceding paragraph, this Agreement may be terminated by either party at any time upon sixty (60) days written notice.

#### ARTICLE VI MISCELLANEOUS

#### Section 6.01 Effect of Headings

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

#### Section 6.02 Amendment

This Agreement may be amended only by an agreement in writing signed by both parties hereof.

#### Section 6.03 Successors and Assigns

All convenants and agreements contained herein by each of the parties hereto shall bind and inure to the benefit of their successors and assigns whether so expressed or not.

#### Section 6.04 Separability Clause

In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### Section 6.05 Benefits of Agreement

Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefits or any legal or equitable right, remedy or claim hereunder.

#### Section 6.06 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

#### Section 6.07 Entire Agreement

This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank, acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

#### **ISSUER:**

By\_

**ISD No. 1 Logan County (Guthrie Board of Education)** FEDERAL TAX IDENTIFICATION NUMBER 73-6021131

V			

#### **REGISTRAR AND PAYING AGENT**

BANCFIRST

Janui Satu By

Trust Officer

ATTEST: Asst. Secretary



August 10th, 2020

Board of Education Independent School District No. 1 of Logan County, Oklahoma 802 E. Vilas Guthrie, Oklahoma 73044

We are pleased to submit this proposal to serve as Bond Counsel and Disclosure Counsel to Independent School District No. 1 of Logan County, Oklahoma (the "District"), regarding your proposed issuance and sale of General Obligation Building Bonds, Series 2020B (the "Bonds").

**Bond Counsel Engagement.** As your Bond Counsel, we will work closely with your attorney, financial advisor and staff and we will provide all legal services for the proper issuance of such Bonds, including drafting the no-arbitrage certificate, reviewing the notice of sale and bond resolution and reviewing relevant portions of your official statement to ascertain compliance with applicable ongoing disclosure requirements. We will also provide our market legal opinion to the purchaser of the Bonds issued without charge to such purchaser.

**Disclosure Counsel Engagement**. As your Disclosure Counsel, we will work closely your attorney, financial advisor, and staff and advise you on the preparation of the District's Preliminary and Final Official Statements used in connection with the offer and sale of the Bonds. In this connection, the firm shall provide such legal services as may be required to assist in the preparation of the Preliminary and Final Official Statements and the review of the material contained therein with the proper District officials. The firm will prepare and submit a Due Diligence Questionnaire which must be reviewed and completed by the District. The Due Diligence Questionnaire will help to lead the District through the disclosure process necessary in connection with the offer and sale of the Bonds.

It is specifically understood that the Preliminary and Final Official Statements of the District are District's documents and the District is alone responsible for compliance by the District with all state and federal securities laws and regulations. The Firm will assist and advise the District in legal matters relating to its compliance with such laws and regulations.

For such services rendered in connection with such issue of Bonds, our fee as Bond Counsel and Disclosure Counsel would be Ten Thousand dollars (\$10,000.00), to be paid at the time such Bonds are delivered.

The fee is contingent upon delivery of and payment for any such Bonds. In the event no Bonds are issued and delivered, we would receive no compensation for our services rendered therewith. The above quoted fees include our out-of-pocket travel, telephone and photocopying expenses and there will be no reimbursement for such items.

In addition, we agree to provide the School District with ongoing advice and counsel upon request regarding bond and disclosure matters. For such services our rate is \$165.00 per hour, plus any reasonable out-of-pocket expenses, and we will bill you monthly.

We stand ready to proceed upon written notification from you and we will carry out the work with due diligence to completion within a reasonable time from notice to proceed.

Respectfully submitted,

HILBORNE & WEIDMAN,

a professional corporation

John D. Weidman, President

Approved and accepted this 10th day of August, 2020.

Independent School District No. 1 of Logan County, Oklahoma

President

Attest:

Clerk

(Seal)



## Board of Education Personnel Reports August 10, 2020

#### **Employment Request**

Classification Certifi	ed	Teaching		First		Hrs. P	er	Replacing
Name	Site	Assignment		Work	Day	Day		
Glona, Hannah	HS	English		08-17-	20	6		Blair Workman
Harbin, Aaron	GUES	5 <sup>th</sup> Grade Soc	. Studies	s08-17-2	20	6		Jadon Davenport
Johnson-Fields, Pam	GUES	Spec.Ed Mild	/Mod	08-17-2	20	6		Laura Benham
Lemmons, Brent	GUES	6 <sup>th</sup> Grade Scie	ence	08-17-2	20	6		Susan Whitehead
Walsworth, Lara	GUES	6 <sup>th</sup> Grade Mat	h	08-17-	20	6		Samantha Morgan
Wilkerson, Timothy	JH	Geography/A	m.Hist.	08-17-	20	6		NP
-								
Classification Suppo	<u>rt</u>	Teaching	First		Pay		Hrs. 1	Per Replacing
Name	Site	Assignment	Work	Day	Grad	e	Day	
Burks, Sabreena	JH	SpEd para	08-17-	20	3		7.5	Rosie Hamilton
Burlison, Danny	Maint.	Maintenance	08-10-	20	8		8	Bill Weeks
Doane, Tammy	GUES	SpEd. Para	08-17-	20	3		7.5	Pam Fox
Jahnke, Elisha	Admin. A	Adm.Asst. to Supt.	08-05-	20	12		8	Jana Frey
Scamman, Sara	JH	Site Secretary	08-03-	20	4		7.5	Brandi Yearout
Thompson, Diana	Trans.	FT Bus Monitor	08-17-	20	2		6	Louise Main
Trask, Lisa	JH	Fin. Secretary	08-03-	20	4		7.5	Ashlee Terry
Vance, Heather	GUES	Site Secretary	08-04-	• •	4		7.5	NP

#### **FMLA Requests**

Certified: 1 Support:

### **Transfer of Position Report**

Classification Certified	Transferred	Transferred	Replacing
Name	From	To	
Blakemore, Kristi	HS/JH – Counselor	HS – Counselor	Maggie Wade
Davenport, Jadon	GUES – 5 <sup>th</sup> Gr. Soc. Studies	HS – World History	Tom Arrington
Goddard, Vangie	GUES – 5 <sup>th</sup> Gr. Math	GUES – Gifted/Talented	Shane Robinson
McNew, Kendra	GUES – Interventionist	$GUES - 5^{th}$ Gr. Reading $GUES - 6^{th}$ Gr. Reading	Meisner, Mary Lee
Meisner, Mary Lee	GUES – Interventionist		Lorrie Braid
Morgan, Samantha	$GUES - 6^{th} Gr. Math$	GUES – Math Interv.	Shari Yost
Whitehead, Susan	$GUES - 6^{th} Gr. Science$	JH/HS – Counselor	Maggie Wade



## Board of Education Personnel Reports August 10, 2020

Classification Classified	Transferred	Transferred	Donlacing
Name	From	То	Replacing
Clymer, Zach	JH – Para	Athletics – Custodian	Byron Mobley
Davidson, Allen	Central/HS – Custodian	HS – Custodian	Craig Nephew
Haggard, Melissa	Fogarty – Spec. Ed. para	GUES – Spec. Ed. para	Heather McDonald
Hamm, Cori	JH – Spec. Ed. para	Fogarty – Spec. Ed. para	Melissa Haggard
McDonald, Heather	GUES – Spec. Ed. para	HS – Spec. Ed. para	Jenie Melton
Melton, Jenie	HS – Spec. Ed. para	JH – Spec. Ed. para	Cori Hamm
Mobley, Byron	Athletics – custodian	HS – custodian	Allen Davidson
Snelling, Melissa	Trans. – Rt. Driver	Trans. – Spec. Needs Driver	John Berg

### **Separation of Employment**

Classification Certi	fied	Teaching	<b>Reason for</b>	
Name	Site	Assignment	Separation	<b>Effective Date</b>
Arrington, Tom	HS	World History	resignation	07-27-20
Braid, Lorrie	GUES	6 <sup>th</sup> Gr. ELA	resignation	07-29-20
Stevenson, Sheri	GUES	Spec. Ed. Mild/Mod.	resignation	07-30-20
Wade, Maggie	HS	Counselor	resignation	07-23-20
Young, Allison	JH	Asst. Principal	resignation	07-16-20
Classification Class	ified		Reason for	
Name	Site	Position	Separation	Effective Date
Andorson I unatta	JH	Space Ed para	regionation	08-02-20
Anderson, Lynette Davidson, Allen	HS	Spec. Ed. para Custodian	resignation resignation	07-27-20
Fox, Pam	GUES	Spec. Ed. para	resignation	07-27-20
,			0	
Frey, Jana	Admin.	Adm. Asst. to Supt.	resignation	08-01-20
Hamilton, Rosie	JH	Spec. Ed. para	resignation	07-20-20
James, Kendra	Cotteral	Pre-K para	resignation	07-28-20
Melton, Jenie	JH	Spec. Ed. para	resignation	07-31-20