# Warner Public Schools <u>Request to Address the Board of Education</u> (Action Agenda Item)

I request to address the board of education on the following topic:

I agree to adhere to the following guidelines:

- My comments will be limited to 3 minutes and must be made in a civil and courteous manner.
- In accordance with applicable legal requirements, I will not make comments on issues subject to remediation under board policies and district procedures – including positive or negative comments about staff or others connected with the district unless those items have reached the board through the proper administrative procedures.
- I will not use this as an opportunity for campaigning for or against a candidate for public office or any ballot measure.

Name:	
Organization name:	
Address:	
Phone:	
Email:	

Please notify me of approval / rejection of my request by: phone / email

### Warner Public Schools <u>Request to Address the Board of Education</u> (Non-Action Agenda Item)

I request to address the board of education on the following topic:

Lunderstand and agree that if my request is approved, the superintendent will prepare an

I understand and agree that if my request is approved, the superintendent will prepare an appropriate agenda item for inclusion on the board's upcoming meeting agenda. I agree to adhere to the following guidelines:

- My comments will be limited to 3 minutes and must be made in a civil and courteous manner.
- In accordance with applicable legal requirements, I will not make comments on issues subject to remediation under board policies and district procedures – including positive or negative comments about staff or others connected with the district unless those items have reached the board through the proper administrative procedures.
- I will not use this as an opportunity for campaigning for or against a candidate for public office or any ballot measure.

Name:	
•	
Organization name:	
Address:	
Phone:	
Email:	

Please notify me of approval / rejection of my request by: phone / email

#### Warner Public Schools Superintendent's Evaluation

Superintendent's Name	School Year
Board Member's Name	

#### **TERMS**

- S: Satisfactory meets standards of performance required by the School District.
- N: Needs to improve upon the standards of performance required by the School District.
- U: Unsatisfactory does not meet standards of performance required by the School District.

[Any rating of "Needs to improve" or "Unsatisfactory" should have an explanation for that rating in the "Comments" section. When a majority of the Board rates the superintendent as "Needs to improve" or "Unsatisfactory" in a specific area then a written plan of improvement for that area should be developed for the superintendent. A written plan of improvement is <u>not</u> a prerequisite to disciplinary action against the superintendent.]

	EDUCATIONAL LEADERSHIP	S	Ν	U
1.	The superintendent effectively administers the			
	development and maintenance of a positive educational			
	program designed to meet the needs of the community.			
2.	The superintendent develops school objectives, policies,			
	plans and programs.			
3.	The superintendent monitors and evaluates school			
	programs, and advises the Board on recommendations for			
	the educational advancement of the schools.			
4.	The superintendent develops and recommends to the			
	Board for its adoption all courses of study, curriculum and			
	major changes in texts to be used in the schools.			
5.	The superintendent keeps informed of modern educational			
	thought and practices.			

#### **Board Member's Comments:**

	DISTRICT MANAGEMENT	S	Ν	U
1.	The superintendent operates the District in compliance			
	with all policies of the Board and advises the Board on the			
	need for new or revised policies.			
2.	The superintendent makes administrative decisions			
	within the school necessary to the proper function of the			
	School District within established school Board policies.			
3.	The superintendent delegates authority where			
	appropriate.			
4.	The superintendent communicates directly or through			
	delegation all actions of the Board relating to personnel			
	matters of all employees, and receives from employees			
	all communications to be made to the Board.			
5.	The superintendent directs staff negotiations with			
	professional and non-professional personnel.			
6.	The superintendent recommends to the Board of			
	Education employment of qualified and competent			
	certified and non-certified personnel.			
7.	The superintendent assures that personnel records and			
	appropriate documentation to support any recommended			
	personnel actions are maintained.			
8.	The superintendent supervises and evaluates			
	administrative personnel.			
9.	The superintendent assures that personnel records and			
	appropriate documentation to support any recommended			
	personnel actions are maintained.			
10.	The superintendent recommends to the Board for final			
	action the promotion, compensation, demotion or			
	dismissal of any employee.			
11.	The superintendent directs the preparation of the annual			
	budget for adoption by the Board.			
12.	The superintendent administers the budget approved by			
	the Board.			
13.	The superintendent establishes and maintains efficient			
	procedures and controls over expenditures of school			
	funds.			
14.	The superintendent efficiently and effectively acts as			
	purchasing agent for the Board.			
15.	The superintendent establishes procedures for the			
	purchase of books, materials, and supplies.			
16.	The superintendent maintains school property and			
	recommends to the Board sales of all property and			
	equipment no longer needed by the District.			
17.	The superintendent effectively directs the keeping of	1	1	
	personnel records, pupil accounting records, business			
	records and other records which are required by law and			
	by Board policy.			
18.	The superintendent files, or causes to be filed, all reports			
	required by state and federal laws and regulations.			

DISTRICT MANAGEMENT	S	Ν	U
19. The superintendent maintains an effective system for the transportation of pupils in accordance with state and federal law and regulations.			

#### **Board Member's Comments:**

	SCHOOL AND COMMUNITY RELATIONS	S	Ν	U
1.	The superintendent prepares and submits to the Board recommendations, facts, information, and reports as are needed to ensure the making of informed decisions relative to all matters requiring Board action.			
2.	The superintendent provides timely information, when appropriate, to the Board regarding the operation of school programs, including programs, practices and problems of the schools.			
3.	The superintendent supervises the effective carrying out of all statutes, regulations and Board policies.			
4.	The superintendent supports each recommendation to the Board with a clear and detailed explanation of any proposed action.			
5.	The superintendent effectively represents the District in its dealings with other school systems, state institutions, agencies, and community organizations.			
6.	The superintendent keeps the Board and public informed of trends in education.			
7.	The superintendent effectively represents the District before the public, and maintains a public relations program designed to keep the public informed as to the activities, needs, and successes of the District's schools.			
8.	The superintendent establishes and maintains a cooperative working relationship between the schools and the community.			
9.	The superintendent facilitates communications between the Board and the community.			

## **Board Member's Comments:**

# Goals and Objectives, if any:

(Signature only acknowledges receipt of this Evaluation and does <u>not</u> necessarily signify agreement with its contents.)

Signature of Superintendent

Date

Signature of Board Member

Date

### Warner School District <u>Application for Charter School Sponsorship</u>

*Type all answers. Answer all questions completely and accurately. Attach additional pages if more space is needed.* 

Proposed School Name:
Proposed Sponsor:
Organization Background Data
Note: this information is required for each individual applicant. If the applicant is a corporation, LLC, or partnership, this information is required for the entity and for each officer/director/partner/member/manager.
Applicant: Address: Phone: Email:
Tax Information
Applicant's 501(c)(3) status
<ul> <li>Currently established</li> <li>Currently seeking</li> <li>Previously sought but denied by IRS</li> <li>Never sought</li> </ul>
Other Affiliations
Will the school be associated in any manner with a sectarian school or religious institution?

 $\Box$  Yes  $\Box$  No

# <u>Litigation</u>

Identify all civil and criminal litigation in which the applicant is or has been a party. State the litigation's potential to adversely affect the charter school's operation.

Case No.:			
Venue:			
Plaintiff:			
Defendant:			
Potential imp	act:		
Case No.:			

enue:	
aintiff:	
efendant:	
otential impact:	
ase No.:	
enue:	
aintiff:	
efendant:	
otential impact:	

# Proposed Timeline

l <sup>st</sup> school year for classes: Grades to be served: Max school enrollment: Max per grade enrollment: Max per class enrollment:	
2 <sup>nd</sup> school year for classes: Grades to be served: Max school enrollment: Max per grade enrollment: Max per class enrollment:	
3 <sup>rd</sup> school year for classes: Grades to be served: Max school enrollment: Max per grade enrollment: Max per class enrollment:	
4 <sup>th</sup> school year for classes: Grades to be served: Max school enrollment: Max per grade enrollment: Max per class enrollment:	
5 <sup>th</sup> school year for classes: Grades to be served: Max school enrollment: Max per grade enrollment: Max per class enrollment:	

# Governing Body

The applicant agrees that it will not permit individuals to serve on the governing body if the individual has a felony conviction or misdemeanor criminal conviction involving moral turpitude within the past 15 years (10 years for the president).

🗆 Yes 🛛 No

Process to	be used	to appo	oint/elect	members
------------	---------	---------	------------	---------

Minimum qualifications required to be a member

Number of individuals initially serving on governing body: \_\_\_\_\_

Min/max positions on governing body: Min:\_\_\_\_\_ Max:\_\_\_\_\_

Officer positions, lengths of terms, and responsibilities

Initial members of the governing body:

Name: Title:	
Address:	
Phone:	
Email:	
Relevant ex	perience:
Name:	
Title:	
Address:	
Phone:	
Email:	
Relevant ex	perience:

Name: Title: Address: Phone: Email: Relevant ex	perience:
Name: Title: Address: Phone: Email: Relevant ex	perience:

Meetings of the Governing Body

The governing body will meet at least quarterly, in state, during the first year:

□ Yes □ No

The majority of members of the governing body are residents within the geographic boundary of the district:

□ Yes □ No

The governing body will follow the requirements of Oklahoma's Open Meeting Act:

□ Yes □ No

The governing body will follow the requirements of Oklahoma's Open Records Act:

□ Yes □ No

During the first year, the governing body anticipates the following meetings:

Date	Time	Location	

Records of the governing body's meetings and deliberations will be maintained at:

Name of the individual and/or position responsible for complying with the Open Meeting Act and Open Records Act:

Detailed description of the governing body's authority:

#### **Facilities**

The Charter School has secured, or will secure by the time operations are to begin, the following facilities in which to house school operations:

\_\_\_\_\_

The owner of the above facilities and the owner's address:

#### Financial Information

Identify the name of the individual with primary responsibility for managing the charter school's finances, including but not limited to education, credentials, relevant experience, and the name/address and phone number of *every* school district in which the individual has worked.

\_\_\_\_\_

.....

Name / address of the charter school's depository bank:

#### Mission / Goals

What is the charter school's mission?

What are the specific educational goals of the charter school?



**Required Documentation** 

Note: each document requested must be provided on a separate page and must be clearly marked with the exhibit number referenced in the upper right hand corner of the document. If an item does not apply, a note indicating that the item is not applicable should be attached as the exhibit.

Exhibit	Document
1	Applicant: Bylaws (corporations) Articles of Organization, current Operating Agreement (LLCs) Partnership Agreement/Articles, filed Certificate of Limited Partnership (partnerships)

2	Charter school (if different from Exhibit1): Bylaws (corporations)
	Articles of Organization, current Operating Agreement (LLCs)
	Partnership Agreement/Articles, filed Certificate of Limited Partnership
	(partnerships)
3	Copies of all 501(c)(3) submissions to the IRS and all responses from the
0	IRS
4	Copy of the applicant's most recent tax return
5	Copy of all previous or currently pending charter school proposals and a
	statement of the result of the proposal
6	Explanation of any partnerships, etc. central to the operation or mission of
	the charter school
7	Detailed school-start up plan
8	Start up cash flow projections
9	First year cash flow projections
10	Detailed financial plan for the first five (5) years of operation, including
	budgets with clearly stated assumptions, income other than state aid (if
	applicable), and fundraising (if applicable), including but not limited to:
	employee salaries/benefits/unemployment compensation
	<ul> <li>professional services (audit, legal, other),</li> </ul>
	transportation
	food services
	instruction
	facilities/equipment
	· other
11	Proposed calendar and sample daily schedules
12	Facilities lease, rental agreement, or similar documentation
13	Detailed plan regarding maintenance, cleaning, and utility services
14	Floor plan of facilities
15	Statement of compliance with accessibility requirements for individuals
	with disabilities or a plan for remediation such deficiencies
10	
16	Detailed list of furniture/fixtures/equipment to be utilized in each room,
	including whether the items will be owned or leased
17	Description of the insurance coverage the school will obtain, including
	workers compensation insurance

18	Resolution outlining the disposition of all property at the conclusion of the charter		
19	Detailed list of all administrative positions, including title, job duties, and minimum qualifications		
20	Detailed organizational chart, including related bodies such as PTA, advisory boards, external groups, etc.		
21	Detailed list of the roles and responsibilities for any entity included on the organizational chart not already provided		
22	Summary of expectations regarding parental involvement		
23	Evidence of completion of required charter school training		
24	Comprehensive instructional program to be offered, including courses to be offered and alignment with state standards		
25	Comprehensive description of the school's instructional design (learning environment, class size and structure, curriculum overview, teaching methods)		
26	Comprehensive list of curriculum to be utilized, including textbooks, workbooks, etc.		
27	Summary of the student testing and assessment program to be utilized		
28	Outline of the criteria which will measure the effectiveness of the charter school		
29	Documentation of support from residents		
30	Summary of the library resources available to students, including the location of the facilities		
31	Comprehensive list of special equipment to be provided to students, including lab equipment, technology, etc.		
32	Policy/procedure: student recruitment, admission, enrollment, lotteries, etc.		
33	Policy/procedure: FERPA – including name and/or position of individual responsible for maintaining records and overseeing FERPA compliance		
34	Policy/procedure: student absences		
35	Policy/procedure: students with disabilities or who are academically behind - including name and/or position of individual responsible for IDEA compliance		

36	Policy/procedure: nondiscrimination
37	Policy/procedure: ChildFind
38	Policy/procedure: English language learners
39	Policy/procedure: student bullying
40	Policy/procedure: safe school committees
41	Policy/procedure: regular and special education student discipline, including student behavioral expectations and suspensions
42	Policy/procedure: student safety and safety drills
43	Policy/procedure: employment practices, including certification requirements, hiring process, background search process, and sample employment contracts for each type of position
44	Policy/procedure: Immigration and Reform Control Act
45	Policy/procedure regarding asbestos and hazard communication training
46	Policy/procedure: transportation (including transportation for students with disabilities)
47	Policy/procedure: food services
48	Policy /procedure: business office operations, including but not limited to compliance with OCAS, adopting an annual budget and compliance with the Oklahoma Public School Audit Law
49	Policy/procedure: how the charter school will comply with all federal regulations and state and local rules/statutes related to health, safety, civil rights, insurance, students, and faculty – if not provided above

# Other Services To Be Provided

Yes	No	
		AP classes
		IB program
		Gifted and talented program
		Guidance and counseling services (provide a detailed description)

Cocurricular activities (list, by grade, including funding sources and delivery method)
Extracurricular activities (list, by grade, including funding sources and delivery method)
Services to students at risk of dropping out (provide a detailed description)
Other:
Other:
Other:

#### **Other Information**

Please provide any additional information not already included which would be helpful as the district evaluates this application:



# **Certification**

The information contained in this application is true and correct to the best of my knowledge and belief. I am individually authorized to submit this application on behalf of the applicant.

Individual Printed Name

Individual Signature

Date

Contact Number

# Warner Public Schools <u>Request for Raffle Fundraiser</u>

To be completed	by requestor.	
Date:		School:
Group :		
Description of ite	em(s) to be raffled wit	th their respective fair market values:
Purpose of fundr	aising:	
Suggested Volur	Itary Contribution Am	nount for Ticket (if any): \$
Expected Drawin	ng Date, if approved:	
Signature of Org	anization's Represent	ative:
	<u>To be Com</u>	npleted by District Personnel
Request is:	□ Approved	□ Denied
Staff member:		
Date:		

#### Warner Public Schools <u>Federal Programs Grievance Complaint Form</u>

Date: Grievant's Name and Address: Grievant's phone numbers: Statement of grievance (please provide as detailed a statement as is possible and attach supplemental pages so that we may have a complete understanding of your concerns): Please identify any documents or other materials which support your grievance. If documents or materials are in your possession, please attach copies to this grievance. If documents are not in your possession, please indicate where they are located. Please identify what action or relief you are seeking as a result of this grievance. Signature of Grievant

If, as a result of a disability, you need assistance in completing this form, please contact the district's ADA Coordinator, or superintendent, for assistance or accommodation.

#### Warner Public Schools Application for Sanctioning SAP & PTS

This is a request for sanctioning by the Applicant to the Board of Education of Warner School District pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant:\_\_\_\_\_

Applicant's Address:\_\_\_\_\_

Applicant's Taxpayer I.D. No.:\_\_\_\_\_

Applicant's Representative from whom additional information may be obtained:

Applicant's Telephone Number:\_\_\_\_\_

Applicant's Purpose, Goals and Organizational Structure:

Describe how the School District and its Students will benefit if the Applicant is Sanctioned:

Attach the most recent financial audit report, if any, for the Applicant issued by an independent accounting firm.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation or organization on the basis of race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline to sanction the Applicant, and the decision of the Board of Education is final and nonappealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which records Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interest of the School District to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the School District to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

Instructions to Applicant:

- 1. Complete this application. Please print or type. If necessary, please use additional sheets of paper.
- 2. Attach Applicant's most recent audit report, if any.
- 3. Sign and date this application.
- 4. Deliver this application to:

Superintendent 1012 5<sup>th</sup> Avenue Warner, OK 74469

(Name of Applicant)

(Date)

Ву:\_\_\_\_\_

# Wellness Resources

This list is provided for the administration's reference only and should not be adopted with the policy.

For:	Go to this address:
School level assessments	http://www.schools.healthiergeneration.org
USDA nutrition standards	http://www.fns.usda.gov/school-meals/nutrition-standards- school-meals
USDA training requirements	http://professionalstandards.nal.usda.gov/
Tips to promote health	http://smarterlunchrooms.org/ideas
USDA Smart Snacks in School standards & food lists	www.healthiergeneration.org/smartsnacks www.healthiergeneration.org/live healthier/eat healthier/allian ce product navigator/browse products/?product category id= 720
	https://www.healthiergeneration.org/take_action/schools/snack s_and_beverages/celebrations/
	http://healthymeals.nal.usda.gov/local-wellness-policy- resources/wellness-policy-elements/healthy-celebrations
Non-food rewards & discipline	https://www.healthiergeneration.org/take_action/schools/snack s_and_beverages/non-food_rewards/
	http://cspinet.org/new/pdf/constructive_classroom_rewards.pdf
Fundraising	https://www.healthiergeneration.org/take_action/schools/snack s_and_beverages/fundraisers/
	http://healthymeals.nal.usda.gov/local-wellness-policy- resources/wellness-policy-elements/healthy-fundraising
Food guidance	http://www.choosemyplate.gov/
Free materials, plans	http://www.fns.usda.gov/tn/team-nutrition
Let's Move! Active Schools	www.letsmoveschools.org
Shared use agreements	http://changelabsolutions.org/shared-use
Fitness and activity assessments	http://www.pyfp.org/

Ideas for physical	http://healthymeals.nal.usda.gov/resource-library/physical-
activity breaks	activity-school-aged-children/activities-and-tools
	https://www.healthiergeneration.org/take_action/schools/physi
	cal_activity/physical_activities/

# Warner Public Schools <u>Volunteer Packet</u>

#### Superintendent's Welcome

Thank you for your interest in volunteering for the school district – you will be playing an important role in shaping the lives of district students.

This packet will assist you in completing the application process and provides all the necessary forms. If you have any additional questions or need more information as you work through this packet, please feel free to contact \_\_\_\_\_\_ for additional assistance.

#### **General Expectations**

All volunteers are required to:

- comply with board approved policies and procedures including policies regarding discrimination, harassment, and student privacy;
- conduct themselves in a courteous and civil manner while performing volunteer duties;
- maintain strict confidentiality (anything observed at school must not be discussed outside of school – even with a student's parent - and discussions in school must be limited to a need to know basis);
- dress appropriately for a school setting;
- refrain from discussing personal issues within the hearing of students;
- refer student discipline matters to school employees;
- report suspected cases of child abuse to the assigned teacher or building principal;
- refer student first aid and health needs to school employees (except in an emergency); and
- contact a designated supervisor in the event circumstances prevent performing the assigned duty.

All volunteers should strive to maintain safe interactions with students – for the protection of the student and the volunteer. Volunteers should:

- avoid being alone with a single student;
- conduct volunteer work with individual students (e.g., tutoring) only at designated times and locations;

- treat all students fairly;
- maintain appropriate boundaries, including physical, emotional, and electronic boundaries;
- refrain from exchanging gifts and/or personal information such as phone numbers, Facebook names, addresses, etc.; and
- refer requests for rides or special favors to the assigned employee.

#### Athletic Volunteers

Due to student safety and liability concerns, an individual may volunteer in the district's athletic program as a coach, trainer, etc. only upon approval of the district's athletic director. Athletic volunteers must submit a separate application and complete all supplemental training required by the athletic director.

These special requirements do not apply to individuals who are serving concessions, taking tickets, passing out programs, or similar activities that do not involve direct supervision or work with student athletes.

#### Transportation Volunteers

Due to student safety and liability concerns, an individual may volunteer to drive students on field trips or similar activities only upon approval of the district's transportation director. Transportation volunteers must complete a separate application and verification process.

Any individual who volunteers in this capacity is expressly assuming responsibility for any accident which may occur.

#### **Volunteer Information Sheet**

Required Annually for All Volunteers

Name:	
Address:	
Phone No.:	Alternate:
Email:	
DOB:	(must be at least 18 years of age)

Are you related to a student in the district? If so, list the student's name, grade and school:

Student 1:	
Student 2:	
Student 3:	
(if additional s	pace is necessary, please use the back of this form and check here $\Box$ )

Have you ever been convicted of or pleaded no contest to a serious, violent or drug crime, or are such charges pending against you?

 $\Box$  No  $\Box$  Yes (provide explanation below)

Have you ever been required to register as a sex offender?

 $\Box$  No  $\Box$  Yes (provide explanation below)

(if additional space is necessary, please use the back of this form and check here  $\Box$ )

I affirm that I will abide by the district's policies and procedures and will conduct myself in accordance with the guidelines provided by the district.

I authorize the school district to conduct a criminal records check to verify that the information I provided is true and correct.

I affirm that the information contained on this form is true and correct.

Signature	Date	Date	
	Office Use Only		
ID Verified: Records check fee paid: Record report reviewed:	ID Type:	No □ Waived By:	
Volunteer status: Administrator signature:	□ Approved □ Denied	Date:	

#### **Transportation Volunteer Information Sheet**

Required Annually in Addition to Volunteer Information Sheet

Name:						
Address:						
Phone No.:			Altern	nate:		
Email:						
DOB:	(must be at least 21 years of age)					
Driver's Licens Endorsements		OK:		Expires:		
Restrictions:						
other traffic re	lated c	offense?	driving more than 10 planation below)	MPH over the speed limit, or for any		
or otherwise u	nder tl	he influence,	-	o driving while impaired, intoxicated driving related offense?		
•			your DMV driving reco planation below)	ord?		

Vehicle 1Vehicle 2Vehicle 3MakeModelYearColor# Seatbelts<br/>(exclude driver)Tag NumberTag ExpirationAuto InsurerAuto Policy #Auto Policy ExpirationInsured Drivers

Vehicle Information

I am offering to provide transportation for the district's students in my personal vehicle. In

making this offer, I am expressly assuming liability for any accident which may occur while I am transporting students. I understand that the district is not providing insurance coverage related to this transportation, and that insurance coverage for any accident I may be involved in while volunteering in this manner is my sole responsibility. I agree to assume such responsibility and to hold the district harmless from any liability.

I confirm that my vehicle is safe to operate and that I will follow all reasonable safety practices, including: using seat belts during student transport, requiring students 12 and younger to ride in the backseat, and refraining from using a cellular, electronic, or digital communication device while driving. I will not transport students while under the influence of alcohol, drugs, other dangerous substances, or medication which may impair my ability to drive, and I will not use tobacco products while providing transportation for students.

I affirm that the information contained on this form is true and correct.

I authorize the school district to conduct a check of my driving record to verify that the information I provided is true and correct.

Signature

Date

<i>Office Use Only</i> <i>Note: Maintain all supporting forms with this application</i>				
ID Verified:	ID Туре:	No		
DMV records fee paid:          Paid (method)         By:         More port reviewed:          ///         //         //				
Insurance proof reviewed: /// By: NOTE: Drivers must have policy minimums of \$100,000 / \$300,000 / \$25,000				
Vehicle registration:	Tag #: Expin	res: / /		
Volunteer status: Administrator signature:	□ Approved □ Denied	Date:		

#### Athletic Program Volunteer Information Sheet

Required Annually in Addition to Volunteer Information Sheet

Name:			
Address:			
Phone No.:	Alternate:		
Email:			
DOB:	(must be at least 21 years of age)		

List any special training or expertise in coaching, the care and prevention of injuries, or other relevant experience:

I understand that prior to volunteering for the athletic department, I will be required to furnish proof of completion of a live CPR/AED (adult) course and proof of completion for a first aid, health and safety for coaches course. I will be responsible for all costs associated with completion of these courses. This requirement is waived for physicians.

I understand that I may also be required to obtain additional training, at my own expense, in the sole discretion of the athletic director.

I affirm that the information contained on this form is true and correct.

Signature		Date	Date	
Note: Mai	Office Use ntain all supporting fo	-	plication	
ID Verified:	ID Type:		No	
CPR certification reviewed NOTE: must be a "	d: / _/ live" course and mus		By: Istruction	
First aid certification revie	ewed: <u>///</u>		Ву:	
Volunteer is a physician - CPR & first aid certification waived by:				
Volunteer status: Administrator signature: _	□ Approved		Date:	

# **INDEMNIFICATION AGREEMENT**

TO:		
	(Administrator)	(School)
	, a minor s	r legal custodian with legal custody of tudent attendingPublic Schools (the "District"). I hereby give ict to release my student to attend the following released time course
		[Course Name] [RTC Provider Name and address]
condu		District and hold it harmless with regard to any liability arising from rict property under the control or supervision of the District.
	This Agreement is made an	d executed this day of, 20
		Parent/Guardian
		Parent/Guardian
	Subscribed and sworn to be	efore me this day of, 202
		Notary Public
My C	commission Expires:	
super	d to any liability arising from	er Name) hereby indemnifies the District and holds it harmless with conduct that does not occur on District property under the control or (RTC Provider Name) maintains adequate insurance for

Name/Title of the Individual Signing for and on behalf of RTC course provider Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

#### WARNER PUBLIC SCHOOLS

#### American Indian Policies and Procedures

# (IPP)

- 1. Children living on Indian Land participate in school programs on an equal basis with all other children attending school in the Warner Public Schools. Warner Public Schools is committed to excellence in diversity and inclusion. No teacher or program director is to exclude or limit participation in any district activity based on race. Warner Public Schools will review school data and comments from tribal officials and parents to assess the extent of American Indian children's participation in the educational program on an equal basis. An annual statistical study will be conducted to determine the extent American Indian children do participate on an equal basis and modifications will be made in the educational programs, as needed, to allow equal participation of all children.
- 2. Pertinent program policies/plans, applications, and evaluations will be disseminated through one or more of the following communication platforms:
  - a. Mail notice in advance to tribal leaders and send handouts home to parents of American Indian children requesting their participation in meetings regarding education programs that receive assistance through Impact Aid funds.
  - b. Inform the tribal community of events in education programs which are assisted by funds provided through the Impact Aid. The district will use handouts, school social media accounts, and use of local newspapers serving the Warner Public School area to inform citizens.
  - c. Mail copies of an information summary sheet describing the Impact Aid application and evaluations, program plans, and other information concerning education programs assisted with funds provided through Impact Aid to the tribes and send copies home to parents of American Indian children when these items are available; and make available, upon written request to the Superintendent, copies of the original documents listed above.
- 3. Through scheduling at the Superintendent's office, a place on the agenda of any open meeting of the Warner Public School Board of Education, a tribe, or their designee, parent, or group of parents, concerned with the educational opportunity of any student or group of students in Warner Public School may:
  - a. Present views regarding applications.
  - b. Make recommendations concerning the needs of their children.
  - c. Provide input into the planning and development of the educational programs of the district.
  - d. Present views on the education program and its operation.

In addition to the above, Warner Public Schools will:

a. Provide notice of any annual meeting regarding education programs assisted with funds provided through the Impact Aid program to the tribal community and to the tribal nations.

- b. Work with tribal leaders to seek input from the American Indian parents, tribal nations, and other tribal citizens by using available forms of communication and cooperation to seek and encourage such input.
- c. Hold all meetings involving or discussing education programs assisted with funds provided through Impact Aid in a space on the school campus that is sufficient in size to accommodate all American Indian parents who might wish to attend.
- d. Provide ample time for discussion of education programs assisted with funds provided through Impact Aid.
- e. Invite comments and suggestions from the tribal community about the educational programs assisted with the funds provided through Impact Aid by holding as many meetings with the tribal nations and tribal community as are necessary to ensure that the needs of the tribal community are received and considered.
- f. LEA officials will review school data and comments from tribal officials and parents to assess the extent of American Indian children's participation in the educational program on an equal basis.
- g. If necessary, establish a task force to prepare a modified education program to ensure equal participation in the program by American Indian children.
- 4. At least annually, a public hearing will be held at which parents of children living on tribal lands and or tribal officials may discuss the status of school programs, desired directions for future development for Board of Education consideration, and any changes needed in the Indian Policies and Procedures. In addition, Warner Public Schools will:
  - a. Encourage staff members of the LEA to elicit input regarding the general educational program from American Indian parents and tribal leaders and to submit such suggestions to the administration for consideration and evaluation.
  - b. Encourage staff members to use their best efforts in establishing a more amicable relationship with tribal leaders and parents of American Indian children to elicit voluntary input.
  - c. Recommendations of the tribal nations will be considered, and a written response will be submitted.
  - d. Establish a task force or ad hoc committee to review the American Indian input and opportunity for input and the LEA's response to the American Indian comments recommending changes in the LEA's policies and procedures. The recommended modification of the policies and procedures, if necessary, will be provided for the Board of Education to modify the Indian Policies and Procedures.

The above policies and procedures related to tribal nations and parental involvement in the education of children residing on Indian Lands are hereby approved by the Warner Public School Board of Education, Warner Public Schools, in regular session on December 13, 2022.

The above policies and procedures will remain in effect until rescinded by the local Board of Education.

# Warner Public Schools <u>Citizen's Request for Reconsideration of Library / Media Materials</u>

Name:		Phone No				
Addre Comp	ss: lainant represents	Him/herself	Others			
Please	Please check type of material:					
	D Book	🖵 Film				
	Periodical	🖵 Filmstrip	🗅 Kit			
	Pamphlet	Cassette	□ Other			
Title: Author Publis: <b>IF OT</b> Title: Produc	Author:   Publisher:   IF OTHER MATERIAL:   Title:   Producer:   IDENTIFY: (Please attach additional pages if needed)					
2.	Why do you object to this material?					
3.	What do you believe is the theme or purpose of this material?					
4.	If the objection is about a bool If about other material, have y					

5. What action do you recommend that the school take on this material?

6. In its place, what material do you recommend that would provide adequate information on the subject?

Signature

Date

# Warner Public Schools Notification of Possible Retention / Possible Failure of a Course

TO:		
	[Name of Parent]	
FROM		-
	[Name of Administrator or Teacher]	
RE:		-
	[Name of Student]	
DATE:		-
	[Check the following items, as appropriate]:	
	This is to advise you that the above-named student is in danger of bei his/her current grade because his/her performance is insufficient. <b>PLEASE CONTACT ME AS SOON AS POSSIBLE TO DISCUSS THIS IS</b>	•
	This is to advise you that the above-named student is in danger of bei his/her current grade because his/her performance on reading suffici demonstrated a reading deficiency. <b>PLEASE CONTACT ME AS SOON AS POSSIBLE TO DISCUSS THIS IS</b>	iency tests has
	This is to advise you that the above-named student is in danger following course:	of failing the
	PLEASE CONTACT ME AS SOON AS POSSIBLE TO DISCUSS THIS IS	SSUE.

#### Warner Public Schools <u>Facilities Use and License Agreement</u>

THIS AGREEMENT is entered into between Warner Public Schools ("School District") and \_\_\_\_\_\_ ("Licensee").

#### RECITALS:

- A. Licensee desires to use on a temporary basis certain facilities owned by the School District.
- B. The School District desires to allow Licensee to use and occupy designated portions of those facilities at specific times and for specific purposes.

**WHEREFORE**, in consideration of the following mutual promises, covenants and conditions and intending to be legally bound the parties agree as follows:

- 1. The School District agrees to allow Licensee to use and occupy the facilities and portions thereof described in paragraph 6 below at the times designated in said paragraph 6 below and for the specific uses described in paragraph 6.
- 2. Licensee agrees to pay the School District <u>\$</u> as and for rentals and all required cleaning and janitorial expense involved in Licensee's use and occupancy of the facilities.
- 3. Licensee agrees to release, hold harmless and indemnify the School District, its agents and employees from any and all liability regardless of the source and regardless of the type of claim which may occur arising out of, directly or indirectly, the Licensee's occupancy and use of the below-described facilities. In addition to the foregoing release and indemnity, and not in lieu thereof, Licensee agrees to furnish School District with a certificate or certificates of insurance coverage in such amounts as the superintendent of schools requires as will insure the School District against any and all liability or actions that can arise by virtue of the Oklahoma Governmental Tort Claims Act, and naming the School District, its agents and representatives as additional parties insureds.
- 4. Licensee warrants and represents that it is authorized to sign this Agreement and by signing this Agreement binds itself, its affiliates, members, successors and assigns.
- 5. This Agreement is terminable at the will of the School District upon thirty (30) days advance notice.

Designated building:	
Designated portion:	
Designated use:	 
Designated date(s):	

Designated time:

Licensee will take care to use all facilities and equipment of the School District in a careful and prudent manner so as to prevent any loss, defacement or damage to them. Licensee is liable to the School District for the damages, repair or replacement of any items damaged during its use of the School District's facilities.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Licensee

Warner Public Schools

Printed Name

President, Board of Education

Attest:

Signature

Clerk, Board of Education

### Warner Public Schools <u>Asbestos Management Plan</u>

If the district needs to develop a new plan, RFR suggests using the Environmental Protection Agency's model plan. The district does not have to annually develop a new plan, just update the existing plan and notice each year. The EPA's model plan for schools is available at:

http://www2.epa.gov/asbestos/school-buildings#management

#### Warner Public Schools

#### To: All Site Principals and Central Office Administrators

#### From: The Superintendent of Schools

Re: Directive to all site principals regarding Protocol to implement the Board's PASS Act Policy (HB 1715) as to Patriotic Youth Societies

Date: \_\_\_\_\_, 20\_\_

All school sites shall use the following protocol to implement the Board's PASS Act Policy. Any questions as to any part of this protocol or the Policy should be directed to each site principal's direct supervisor:

#### PROTOCOL

- 1. After receiving oral or written notice from an authorized Patriotic Youth Society representative, the principal of each requested school site in the School District will allow representatives of the Patriotic Youth Society, during school hours, the opportunity to speak with and recruit students to participate in the Patriotic Youth Society.
- 2. Such presentation may occur only once per school year at any particular school site.
- 3. The principal will set the date, time and place for the representatives to appear at the school site and will notify the representatives of the schedule.
- The time for the presentation will be during the lunch hours of each school site so that any student who wishes to hear the presentation will do so during non-instructional time.
- 5. The Patriotic Youth Society representatives will be allowed 15 minutes at the end of each lunch hour to make their presentation.
- 6. No student will be required to attend the presentation.
- 7. The day before the presentation and the day of the presentation the site will notify all students of the time and place of the presentation. This notification will be either by an intercom announcement or homeroom announcement.

#### Warner Public Schools <u>Hazard Communication Written Program</u>

#### **Container Labeling**

David Vinson, Facilities Director will verify that all containers received for use will be clearly labeled as to the contents, note the appropriate hazard warning, and list the manufacturer's name and address.

David Vinson Facilities Director in each section will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with labels marked with the identity and the appropriate hazard warning. For help with labeling, see David Vinson Facilities Director.

On the following individual stationary process containers, we are using manufacturing stickers.

David Vinson Facilities Director will review the company labeling procedures every year and will update labels as required.

#### Safety Data Sheets (SDSs)

David Vinson, the Facilities Director is responsible for establishing and monitoring the district's SDS program. He will ensure that procedures are developed to obtain the necessary SDSs and will review incoming SDSs for new or significant health and safety information. He will see that any new information is communicated to affected employees. The procedure below will be followed when a SDS is not received at the time of initial shipment:

Contact manufacturer and request information SDS sheets be sent within 24 hours.

Copies of SDSs for all hazardous chemicals to which employees are exposed or are potentially exposed will be kept in the Superintendent's office.

SDSs will be readily available to all employees during each work shift. If a SDS is not available, David Vinson, Facilities Director.

SDSs will be readily available to employees in each work area using the following format:

SDS sheet in folder

Note: if an alternative to paper copies of SDSs is used, describe the format and how employees can access them.

When revised SDSs are received, the following procedures will be followed to replace old SDSs:

Sheet will be replaced in SDS folders by designated staff.

# **Employee Training and Information**

David Vinson, Facilities Director is responsible for the Hazard Communication Program and will ensure that all program elements are carried out.

Everyone who works with or is potentially exposed to hazardous chemicals will receive initial training on the hazard communication standard and this plan before starting work. Each new employee will attend a health and safety orientation that includes the following information and training:

- An overview of the OSHA hazard communication standard
- The hazardous chemicals present at his/her work area
- The physical and health risks of the hazardous chemicals
- Symptoms of overexposure
- How to determine the presence or release of hazardous chemicals in the work area
- How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices and personal protective equipment
- Steps the district has taken to reduce or prevent exposure to hazardous chemicals
- Procedures to follow if employees are overexposed to hazardous chemicals
- How to read labels and SDSs to obtain hazard information
- Location of the SDS file and written hazard communication program

Prior to introducing a new chemical hazard into any section of this district, each employee in that section will be given information and training as outlined above for the new chemical hazard. The training format will be as follows:

Instructions and training videos.

#### Hazardous Non-Routine Tasks

Periodically, employees are required to perform non-routine tasks that are hazardous. Examples of non-routine tasks are: confined space entry, tank cleaning, and painting reactor vessels. Prior to starting work on such projects, each affected employee will be given information by David Vinson, Facilities Director about the hazardous chemicals he/she may encounter during such activity. This information will include specific chemical hazards, protective and safety measures the employee should use, and steps the district is taking to reduce the hazards, including ventilation, respirators, the presence of another employee (buddy systems), and emergency procedures.

Examples of non-routine tasks performed by employees of the district are:

None.

#### **Informing Other Employers / Contractors**

It is the responsibility of David Vinson, Facilities Director, to provide other employers and contractors with information about hazardous chemicals that their employees may be exposed to on a job site and suggested precautions for employees. It is the responsibility of David Vinson, Facilities Director, to obtain information about hazardous chemicals used by other employers to which employees of the district may be exposed.

Other employers and contractors will be provided with SDSs for hazardous chemicals generated by the district's operations in the following manner:

Paper copies.

In addition to providing a copy of a SDS to other employers, other employers will be informed of necessary precautionary measures to protect employees exposed to operations performed by this district.

Also, other employers will be informed of the hazard labels used by the district. If symbolic or numerical labeling systems are used, the other employees will be provided with information to understand the labels used for hazardous chemicals for which their employees may have exposure.

#### List of Hazardous Chemicals

A list of all known hazardous chemicals used by our employees is attached to this plan. This list includes the name of the chemical, the manufacturer, the work area in which the chemical is used, dates of use, and quantity used. Further information on each chemical may be obtained from the SDSs, located in the Superintendent's office.

When new chemicals are received, this list is updated (including date the chemicals were introduced) within 30 days. To ensure any new chemical is added in a timely manner, the following procedures shall be followed:

Designated staff report new chemicals to David Vinson, Facilities Director, with proof of adding SDS sheets to SDS folder.

The hazardous chemical inventory is compiled and maintained David Vinson, Facilities Director (918) 463-5171.

# **Chemicals in Unlabeled Pipes**

Work activities are sometimes performed by employees in areas where chemicals are transferred through unlabeled pipes. Prior to starting work in these areas, the employee shall contact David Vinson, Facilities Director, for information regarding the chemical in the pipes, potential hazards and required safety precautions.

#### Program Availability

A copy of this program will be made available, upon request, to employees and their representatives.

#### Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit A – Definition of Terms</u>

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

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

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

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

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

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

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

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

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

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

**HBV** Hepatitis B Virus.

**HIV** Human Immunodeficiency Virus.

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

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

#### OTHER POTENTIALLY INFECTIOUS MATERIALS

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

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

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

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

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

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

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

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

# Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit B – Exposure by Job Classification & Tasks</u>

Classificati on         Decontaminati on         Instruments And Equipment         Physical Assessment         Disposal Persona 1Care           Administrat ive         Add Cleaning         Assessment         Instruments Assessment         Instru	Job	Surface	Medical	Student	Waste	Student
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# Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit C –Cleaning & Decontamination Schedule (Nurse)</u>

	Room(s )	Item/Surface	Frequency (Time, Day or Month)	Method/ Disinfectant	Responsible Party
Instruments / Handpieces	Exam Room	Stethoscope and all other items used in examination	After each use	See Plan	School Nurse
Pans, Pails, Trays	Exam Room	Counters Exam tables	When contaminated or end of day	See Plan	School Nurse
Protective Coverings	Exam Room	Exam Tables Cots	Changed after each use	See Plan	School Nurse
Floors/Wall s	Exam Room	Floor	Swept daily	See Plan	Custodial Staff
Equipment/ Appliances	Where located	Equipment/ Appliances	After each use	See Plan	Custodial Staff School Nurse Coaches/P.E.

# Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit D – Biological Spills Cleaning</u>

#### Work and Equipment Surface

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

# Decontamination of Moist Spills

- 1. Wearing gloves, absorb the spill with disposable towels.
- 2. Using a detergent solution or approved disinfectant solution, clean the spill site of all visible blood or body fluid.
- 3. Wipe down the area with 1:10 dilution of household bleach.
- 4. Place all disposable materials used to decontaminate the spill into a plastic bag and close tightly.

#### Decontamination of Dry Spills

- 1. If a surface or medical device is contaminated with dried blood or body fluid, wearing gloves, remove all of it before disinfection with a 1:10 dilution of household bleach or an approved disinfectant solution.
- 2. If complete removal is not possible, expose the surface to a diluted 1:10 household bleach solution or an approved disinfectant solution for a longer time (20-30 minutes may be necessary).
- 3. Place all disposable materials used to decontaminate the spill into a plastic bag and close tightly.

#### Warner Public Schools Bloodborne Pathogens Exposure Control Plan Exhibit E – Statement for Employee Signature

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

Employee

Date

# Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit F – Incident Report</u>

# (Report all incidents even if no apparent injury)

Last Name	First Name	Middle Name	Date of Birth	
Address:				
Date of incident:		m. Place	:	
Was it necessary	y to notify physician? Yes	/No Time:		m.
If yes, name of p	hysician			
	w	ITNESS(ES)		
Name Name	Addre	ess		Telephone
DESCRIBE NAT	FURE OF INCIDENT:			
INTERVENTIO	N AND OUTCOME: (Des	cribe actions take	n and outcome of	situation)

Signature

Title

Date

#### Warner Public Schools Bloodborne Pathogens Exposure Control Plan Exhibit G – Occupational Exposure

The filing of this report and all information entered on it are to be held in strictest confidence in conformance with OKLA. STAT. tit. 63, §§ 1-502.1 <u>et seq</u>.

# **Exposed Employee Section**

Full Name: Date of Birth: Job Title:		
Exposure Date: Location:	Time:	<u>.m.</u>
Number of Hepatiti	s B vaccinations previously received:	
Describe Incident -	- use additional pages as needed	
 Source Individual	Contion	
	Section	
Full Name: Date of Birth: Address:	Gende	er:
Phone Number:		
Physician or Desig	gnee Statement	
This was / was not disease such as HIV	an exposure which has the potential for transmission//HBV.	on of a communicable

In my judgment, employee \_\_\_\_\_\_ does / does not have contraindications to receiving hepatitis B vaccine.

Physician / Designee Signature

Date

#### **Counselor's Statement**

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

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

Certified HIV	Counselor Signatu	are Date
Source Indiv	ridual Testing	
HBsAg:	Positive / Negativ Not done / Refuse	
HIV (1):	Positive / Negativ Not done / Refuse	
HIV (2):	Positive / Negativ Not done / Refuse	
Employee T	esting	
Positi	vaccinated employ ve / Negative one / Refused	yees only) Date drawn: Explanation:
	e) ve / Negative one / Refused	Date drawn: Explanation:
HIV (6 weeks) Positive / Negative Not done / Refused		Date drawn: Explanation:
	ks) ve / Negative one / Refused	Date drawn: Explanation:
HIV (6 months) Positive / Negative Not done / Refused		Date drawn: Explanation:
	ths) ve / Negative one / Refused	Date drawn: Explanation:
Employee T	reatment	
HBIG Yes No		e given: planation:

Hepatitis B v	accine				
Dose 1	Yes	Date	given:		
			Explanation:		
Dose 2	Yes	Date	given:		
		No	Explanation:	 	
Dose 3	Yes	Date	given:		
		No	Explanation:		
Tetanus					
		Yes	Date given:		
		No	Explanation:	 	
Other Medic	cal Trea	tment			

#### Comments

\_\_\_\_\_

# Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit H – Training Program</u>

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

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

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

# Warner Public Schools Bloodborne Pathogens Exposure Control Plan <u>Exhibit I – Training Record</u>

Date of Session:

Summary of Session: See Employee Training Program Outline.

Name/Qualifications of Person(s) Conducting Session:

#### SEMINAR PARTICIPANTS

Name	Job Title

#### Employee Training Program OSHA Regulation on Bloodborne Pathogens

#### **Review of Final OSHA Standard on Bloodborne Pathogens**

- 1. Basis for OSHA Rule Preventing occupational exposure to other potentially infectious materials (e.g. infectious body fluids), which could result in transmission of HIV or HBV infection to employees
  - a. Regulation effective March 6, 1992
    - Various sections to be complied with by March 5, June 4 and July 6, 1992
    - Regulation fully in force at this time.
  - b. Regulation requires three major intervention strategies
    - Engineering controls
    - Work practices
    - Personal protective equipment

#### Major Requirements of Bloodborne Pathogens Rule

- 1. Identification of job classifications which have occupational exposure
- 2. Written exposure control plan
- 3. Methods of compliance (How exposures are prevented)
- 4. Personal protective equipment
- 5. Housekeeping spill cleanup including written schedule
- 6. Infectious waste disposal
- 7. Contaminated laundry
- 8. Identifying labels and signs
- 9. Hepatitis B vaccination
- 10. Post exposure follow-up and prophylaxis
- 11. Record keeping

#### **Epidemiology of HIV/AIDS Infection**

1. HIV/AIDS description of virus and testing

- a. HIV-(H)uman (I)mmunodeficiency (V)irus
- b. Not very infectious millions of particles to infect
- c. Weak, non-viable within a few hours won't live outside human body
- d. Dry spot non-infectious
- e. HIV blood test produce antibodies within six months virus is not selflimiting - eventually results in infection - within ten years
- 2. Transmission
  - a. Body Fluids
    - Blood
    - Semen
    - Vaginal fluids
    - Others
  - b. Blood Exposure
    - Per cutaneous needle stick, cut
    - Non-intact skin
    - Mucous membrane other than blood probably non-existent
  - c. Sexual contact
  - d. Mother to baby all babies HIV positive at birth one-third will develop AIDS
- 3. Incidence and progression of disease
  - a. Number infected with symptoms
  - b. Self protection
  - c. New diagnostic criteria after election

#### Epidemiology of Hepatitis B (HBV) infection

- 1. Description of virus
  - a. Very infectious, hardy and environmentally stable
  - b. Example
  - c. Infects liver jaundice, dark urine
  - d. Incubation period
  - e. Carriers

- 2. Transmission
  - a. Blood exposure
  - b. Mother to baby (Nine out of ten infected)
  - c. Sexual contact
  - d. Human bites
- 3. Testing
  - a. HBsAG+ ' infectious (If negative, will not transmit disease).
  - b. Anti-HBs+ ' immunity (Not infectious, has antibodies).
- 4. Spectrum of illness
  - a. Seventy-five percent asymptomatic
  - b. If symptomatic, percentage who will have fulminant disease
  - c. Number of adults who become carriers (whether or not they are symptomatic)
  - d. Number of babies who become carriers
  - e. Carriers most likely did not have symptoms when initially infected
- 5. Consequences of HBV infection
  - a. Immunity
  - b. Acute fulminant disease
  - c. Cirrhosis/Liver cancer

#### Occupational risks for HIV and HBV

- 1. Incidence of occupational exposures
  - a. HIV
  - b. HBV
- 2. How risk exposures occur

# Management of exposure

1. Reporting exposures

- a. Notify the supervisor immediately
- b. Fill out Incident Report and Occupational Exposure to Blood and Potentially Infectious Body Fluids form
- c. Consult with physician
- 2. Treating exposures
  - a. HBV
    - HBIG + Hepatitis B vaccine
    - Effectiveness
  - b. HIV
    - Check for antibodies at time of exposure
    - Repeat
    - During testing period for HIV antibodies or if source is high risk, observe behavioral guidelines

#### **Prevention of exposures**

1. Universal precautions

Treat all blood or potentially infectious material as if infected

2. Hepatitis B vaccinations

Offer to all potentially exposed employees or declination statement signing required

3. Engineering controls (What you do your work with)

Hand washing facilities

- 4. Personal protective equipment
  - a. Gloves disposable and utility
  - b. Body protective clothing
- 5. Work practice controls (How you do your work)
  - a. Hand washing ASAP after removing gloves
  - b. Materials handle in manner as not to splash or spray. Wear gloves
  - c. Do not eat, drink, smoke, apply cosmetics, apply lip balm or handle contact lenses, in area of possible exposure: No food storage in specimen cabinets or refrigerators

- d. Equipment clean and disinfect appropriately
- e. Routine cleaning adhere to written schedule
- f. Spills clean up ASAP
- g. Broken glass use broom and dustpan

#### School district exposure control plan

- 1. Written plan
  - a. All administrators have copy
  - b. Employee may request a copy
  - c. Identifies employee job classification with occupational exposures to bloodborne pathogens
  - d. Delineates specific work practices and engineering controls and required personal protective equipment for School District
- 2. Specific personal protective equipment
  - a. Gloves
  - b. Body Protective Clothing
- 3. Contaminated laundry
  - a. Contaminated laundry should be separated from laundry which is not contaminated
  - b. Contaminated laundry should be handled with gloves
- 4. Cleaning
  - a. Immediate spill cleanup with gloves and appropriate materials
  - b. No hand handling of broken glass
  - c. Written cleaning schedule.
    - Reusable pans, pails
    - Floors, walls, counter tops
    - Equipment
  - d. Bleach solution recommended for most cleaning and decontamination after removal of as much body fluid as possible.

#### Warner Public Schools Workers' Compensation / Sick Leave Election Form

The School District shall provide the benefits established under the Oklahoma Workers' Compensation Act to all School District employees who are injured in on-the-job accidents. All regular employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death.

□ Certified □ Support Personnel

I suffered an on-the-job injury on (month, day, year) \_\_\_\_\_\_, while working for the School District. As a result of the injury, I am entitled to receive temporary disability compensation according to the Workers' Compensation laws of Oklahoma. I understand that I am entitled to receive such compensation for a period of time as may be provided for by law. I have accumulated certain sick leave/personal leave benefits, because of my employment, which are available to me when I am unable to work because of illness or injury.

#### PLACE AN "X" IN THE APPROPRIATE ELECTION BLANK OR BLANKS

I would prefer only to have:

(1) Sick Leave Compensation/Personal Leave Supplementation –

Number of days \_\_\_\_\_ (To be filled in by a Human Resources representative)

I understand that by choosing to be paid my accumulated sick leave/personal leave in addition to the temporary disability provided by law, I will be paid my sick leave/personal leave on a prorated basis to the extent that I will receive my full wages until I return to work or the number of sick leave/personal leave days I have are exhausted.

I understand that after the number of specified sick leave/personal leave days are exhausted, I will receive temporary disability compensation for a period of time as may be provided for by law.

I understand that my accrued sick leave/personal leave benefits will be decreased on a prorated basis by those days I use as a result of making this election.

# <u>OR</u>

 $\Box$  (2) I would prefer only to have:

Under the Workers' Compensation Act, temporary benefits begin the fourth day off work due to an on-the-job injury. The first three days are considered a waiting period during which time temporary benefits are not paid, but I request that I be paid my accrued but unused sick leave/personal leave to cover these three days. I understand that by making this election, I will **NOT** be paid any sick leave/personal leave benefits beyond the first three days of the waiting period.

# (IF YOU PREFER TO RECEIVE YOUR SUPPLEMENTAL BENEFITS UNDER NUMBER 1

# ABOVE <u>AND</u> YOUR SICK LEAVE/PERSONAL LEAVE FOR THE FIRST THREE DAYS OF YOUR DISABILITY AS PROVIDED FOR IN NUMBER 2 ABOVE, CHECK <u>BOTH</u> 1 AND 2 ABOVE.)

# <u>OR</u>

 $\Box$  (3) I would prefer to not use any of my sick leave/personal leave benefits while I am off work due to my on-the-job injury.

Employee Signature	District Representative Signature
Dated this day of	20
Job Title	(School District / Department)
Address	
Social Security #	
Name	

# Warner Public Schools <u>Post-Accident Drug/Alcohol Testing Worksheet</u>

#### **Accident Details**

Attach a detailed description of the accident from all workers injured and/or involved.

Date: Location:	Time:	m.
Property Damage:		
Witnesses:		

#### **Testing Considerations**

Could employee drug/alcohol use have contributed to the accident?

- NoDoes the employee perform hazardous or dangerous duties?
  - Yes, because:
     Testing is permitted, but also see the next consideration.
  - □ No Do not test.

Did other workers contribute to the accident?

- Yes
   Make arrangements to test all workers contributing to the incident.
- □ No No additional action is needed.

# **Testing Conclusions**

I received notice of a workplace accident/injury on \_\_\_\_/ \_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_\_\_\_. \_m. from \_\_\_\_\_\_.

- □ I did not send any workers for testing.

Supervisor Signature

Date

#### Warner Public Schools Applicant 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 Warner School District ("School District").

Applicant understands that School District's receipt of a national criminal history record check is a condition of employment with School District, and that the record check must reveal that the applicant has not had any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, unless after review of the facts and circumstances of each situation the administration decides to recommend employment. Because Applicant desires employment with School District, Applicant authorizes School District to request and obtain the results of a national felony record search of Applicant's name, fingerprints, if applicable, social security number and any other lawful means of obtaining such results. Applicant hereby releases Applicant's record check results to School District. Applicant also releases School District of any and all liability relating to its request for, receipt and use of the search results.

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

Applicant also agrees to truthfully answer the following questions:

Have you ever:

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

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

APPLICANT UNDERSTANDS AND AGREES THAT IF HIRED BY SCHOOL DISTRICT, THEN APPLICANT IS SUBJECT TO A FELONY RECORD SEARCH AT ANY TIME DURING HIS/HER EMPLOYMENT WITH SCHOOL DISTRICT AND THIS AUTHORIZATION AND RELEASE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT APPLICANT'S EMPLOYMENT WITH SCHOOL DISTRICT.

"Applicant"

#### **VERIFICATION**

STATE OF OKLAHOMA ) ) ss. COUNTY OF )

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

"Applicant"

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires:

Notary Public

(SEAL)

#### Warner Public Schools <u>Current Employee Authorization and Release</u>

This Authorization and Release is executed under penalty of perjury on the \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_\_an employee ("Employee") with the Warner School District ("School District").

Employee understands that School District's receipt of a clear national criminal history record check has been requested by the superintendent and/or board of education. Employee hereby releases his/her felony record check results of his/her name, fingerprints, social security number and any other lawful means of obtaining such results to School District. Employee also releases School District of any and all liability relating to its request for, receipt and use of the search results.

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

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

Have you ever:

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

Employee understands that if the felony record search reveals a prior felony offense conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant , or if Employee has provided a false response to one or more of the above questions, then Employee's employment by

School District will be reviewed to determine whether there is a basis for nonreemployment or dismissal. In any event, the board of education may accept Employee's resignation at any time within thirty (30) days after the date School District was notified of either the unsatisfactory search results or the false response, whichever is later.

"Employee"

#### **VERIFICATION**

STATE OF OKLAHOMA ) ) ss. COUNTY OF\_\_\_\_\_)

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

"Employee"

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission expires:

Notary Public

(SEAL)

#### Warner Public Schools Employee Assault and Battery Report

For purposes of this report, a "School District employee" means a teacher or any duly appointed person employed by the School District or employees of a firm contracting with the School District for any purpose, including any personnel not directly related to the teaching process and members of the Board of Education during school board meetings. An "assault" means any willful and unlawful attempt or offer with force or violence to do a corporal hurt to another. A "battery" is any willful and unlawful use of force or violence upon the person of another. An "assault and battery" becomes "aggravated" when committed under any of the following circumstances: (1) when great bodily injury is inflicted upon the person assaulted; or (2) when committed by a person of robust health or strength upon one who is aged, decrepit or incapacitated, as defined by law.

Date of offense: \_\_\_\_\_\_ Approximate time of offense: \_\_\_\_\_\_

Name of person who committed the offense :\_\_\_\_\_

Name of person upon whom the offense was committed:

Name(s) of any person(s) who witnessed the offense:

Description of the nature, context and extent of the offense (use additional pages as necessary for a full description of the event):\_\_\_\_\_\_

Other information:

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

Date of Report

Person Reporting the Offense

Upon receipt of this report, a copy of the School District's Assault and Battery Involving School District Employees policy will be provided to the employee upon whom the offense was committed.

#### Warner Public Schools <u>Family and Medical Leave Act</u>

The Department of Labor (DOL) can change the forms without notice, which could cause the district to be out of compliance with the DOL's regulations. Accordingly, RFR suggest downloading FMLA forms directly from the DOL **each time the form is needed.** The forms can be accessed at:

#### http://www.dol.gov/whd/fmla/index.htm#Forms

The DOL has not typically included an application for FMLA leave or an employee's notice of intention to return from leave. If those forms are not available through the DOL, RFR suggests using the attached forms.

# Warner Public Schools Application for Family or Medical Leave

Name:		Date:	
Address:			
Phone #:		Email:	
Position:		Site:	
Reason for lea	ve request:		
Beginning dat	e of leave:		
Expected retu	rn to work date:		
lf you are requ	esting intermittent leave or leave on a reduce	ed schedule	
	Intermittent Beginning date of leave: Expected return to work date:		
	Leave on a reduced schedule Beginning date of revised schedule: Expected end of revised schedule:		
	eave is to care for a seriously ill family mem ve duty leave or military caregiver leave:	nber or because your circumstance	es

Name of family member:	
Relationship of family member to you:	
Circumstances prompting request for leave:	

#### Warner Public Schools Employee's Notice of Intention to Return from Leave

Name:	Date:
Supervisor:	
Date leave commenced:	
Date of planned return:	

I understand that my reinstatement is subject to the following conditions:

- If my leave was necessitated by my own serious health condition, I must provide a written certification from my health care provider that I am able to resume working and can perform, with or without reasonable accommodation, the essential functions of my position.
- I understand that every attempt will be made to restore me to my original position. However, if my original position is unavailable, I will be placed in an equivalent position with equivalent pay and benefits. (This section may not apply to key employees.)
- I understand that as an employee returning from family or medical leave I shall not be entitled to the accrual of any time or employment benefits during my period of leave.

Employee's Signature

Date

#### Statement of Health Care Provider

I have examined \_\_\_\_\_\_\_ and certify that he/she is fully able to resume working. If the employee is not fully able to perform his/her job, I have attached a statement explaining the employee's fitness to return to work.

Health Care Provider's Signature

Date

#### Warner Public Schools ABUSE, NEGLECT, EXPLOITATION AND TRAFFICKING REPORT FORM

Any District employee having reasonable cause to believe that a student is the victim of abuse, neglect, or exploitation must IMMEDIATELY report this matter to the Oklahoma Department of Human Services (DHS) through the hotline designated for this purpose (800-522-3511) and to local law enforcement. In addition to reports to DHS and local law enforcement above, employees must report suspected child trafficking to the Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDDC) at 800-522-8031.

In accordance with the District's "Abuse, Neglect, Exploitation and Trafficking" policy, an employee should <u>also</u> provide notice to the school principal or other school official that a report was made to DHS, local law enforcement, and/or OBNDDC, and provide relevant information on the report for the District's records.

#### Instructions:

This form should be completed in full and immediately delivered to the school site principal. If for some reason the reporting party believes the principal is not the appropriate individual to receive the report, then this completed form should be immediately delivered to the superintendent.

#### **Reporting Employee Information**

Reporting Employee Name:	
Title/Position:	
Date & Time notified of suspected abuse, neglect, exploitation or trafficking:	
	Student Information
Student Name:	
Student Address:	
Student DOB/Age:	
Student ID Number:	
Parent/Guardian:	
Parent/Guardian Contact #:	

Description of suspected abuse, neglect, exploitation or trafficking and other information and/or document(s) (including information regarding any previous incidents) know to the reporting party (attached separate page if additional space needed):

(See Next Page)

#### Reporting Information (ALL FIELDS MUST BE COMPLETED or Marked N/A)

#### Oklahoma Department of Human Services (Mandatory in all cases)

Date of DHS Hotline (800-522-3511) Notification:	
Time of DHS Hotline (800-522-3511) Notification:	
Name of DHS Hotline Employee Contacted:	
DHS Case/Confirmation Number:	

#### Law Enforcement (Mandatory in all cases)

Date of Law Enforcement Notification:	
Time of Law Enforcement Notification:	
Agency and Law Enforcement Employee Contacte	ed:
Method of Communication with Law Enforcement	
Case or Report Number:	

## Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDDC) (<u>Mandatory only if suspected child trafficking)</u>

Date of OBNDDC Hotline (800-522-8031) Notification:
Time of OBNDDC (800-522-8031) Notification:
Name of OBNDDC Hotline Employee Contacted:
OBNDDC Case/Confirmation Number:

Signature of Reporting Employee

Date Report Completed:

Time Report Completed: \_\_\_\_\_

\_\_\_\_\_

# Notice: Whistleblower Protection for Teachers

Under 70 O.S. § 6-101.6b, school districts cannot prohibit or discipline a teacher for (1) disclosing *public* information to correct what the teacher believes evidences a violation of a law or rule or (2) reporting a violation of law. Teachers are not required to give prior notice of any disclosures they intend to make.

This law does not permit a teacher to violate students' or parents' rights to confidentiality and protections under the Family and Educational Rights and Privacy Act (FERPA).

70 O.S. § 6-101.6b reads as follows:

A. For purposes of this section, "teacher" means the term as defined in paragraph 1 of Section 1-116 of Title 70 of the Oklahoma Statutes.

B. No school district shall prohibit or take disciplinary action against teachers for:

**1**. Disclosing public information to correct what the teacher reasonably believes evidences a violation of the Oklahoma Constitution or law or a rule promulgated pursuant to law;

2. Reporting a violation of the Oklahoma Constitution or state or federal law; or

**3**. Taking any of the above actions without giving prior notice to the teacher's supervisor or anyone else in the teacher's chain of command.

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

D. Each school district shall prominently post or publish a copy of this section of law in locations where it can reasonably be expected to come to the attention of all teachers.

E. Nothing in this section shall be construed to allow a teacher to violate students' or parents' rights to confidentiality and protection under the Family Educational Rights and Privacy Act (FERPA).

This notice is posted in compliance with 70 O.S. § 6-101.6b.

#### Warner Public Schools Bus Driver Consent for Release of Information

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

#### Warner Public Schools 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 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 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 district decides not make changes in the record as requested, the 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 district as an administrator, supervisor, instructor, or support staff member, including health or medical staff and law enforcement unit personnel; a person serving on the board; a person or company with whom the district has contracted to perform a special task, such as an attorney, auditor, medical consultant or therapist; or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

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

Upon request, the 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 district must inform parents and eligible students about directory information, allowing them a reasonable amount of time to request that the 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 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

#### Warner Public Schools Directory Information Notice

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that the district, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the 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 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.

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. Directory information will not be released to outside organizations for commercial or non-commercial purposes.

If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the superintendent in writing. The district has designated the following information as "directory information," and it will disclose that information without prior written consent:

- 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.

No parent or eligible student can opt out of the requirement that a student wear his or her ID badge which shows the student's school ID number.

#### Warner Public Schools Agreement for Receipt of <u>Records Containing Personally Identifiable Information</u>

\_\_\_\_\_

Name of Entity Receiving Records:

Authorized Representative:

Activity or research being conducted which necessitates the disclosure of records:

Records to be disclosed:

Personally identifiable information contained in disclosed records:

#### Initials

 I acknowledge that the records being released to me contain personally identifiable information regarding a student of the school district.
I agree, as a representative of
 that this information will not be re-disclosed.
I further agree, as a representative of
 that this information will be destroyed on or before
The method of destruction will be:

I certify that I am an authorized representative of: \_\_\_\_\_\_ On behalf of the entity, I agree to abide by the terms and conditions set forth in this agreement.

Signature

Date

#### Warner Public Schools <u>Notice of Records Destruction</u>

Date

NAME ADDRESS ADDRESS

#### Re: Destruction of Education Records

Dear Parent / Student:

In response to the mandates contained in OKLA. STAT. tit. 70 § 24-114.D please be advised that the district will destroy STUDENT NAME's non-transcript education records on DATE, which is at least 30 days after this notice is being sent. However, instead of having the records destroyed you may pick up the records on or before the destruction date at the district's SITE / ADDRESS.

Again, this notice is being sent to you to fulfill the mandates of Oklahoma law regarding routine student record destruction. No action is required on your part unless you wish to retrieve the records prior to their destruction.

Sincerely,

Name

#### Warner Public Schools <u>Records Retention Plan</u>

Warning: If a record pertains to ongoing or anticipated litigation, do not destroy it! Records need not be maintained in original form unless a claim or lawsuit is suspected.

#### **Student Records**

Record	Retention Period	Reference
Transcripts Includes: name, address, phone, birth date/place, courses (with grades), GPA and/or class rank May include: academic & extracurricular honors & awards, degrees, extracurricular or after-school activities	80 years from student's last date of enrollment	70 O.S. § 24-114.C
Screening results (from a regional education service center)	Must destroy when information no longer needed or when student turns 18, whichever is earlier	70 O.S. § 1210.277
Records of access	5-7 years from student's last date of enrollment	20 U.S.C. § 1232g (b)(4)(A) 70 O.S. § 24-114.D
Special education records	5 years from student's last date of special education services, with 60 day notice to parents or student	
All other student records	5-7 years from student's last date of enrollment	70 O.S. § 24-114.D

#### **Teacher Records**

Record	Retention Period	Reference
Grade and plan books	Recommended: keep until no longer needed	
Incident / anecdotal notes	Recommended: keep 5 years	

## **Board Records**

Record	Retention Period	Reference
Agendas and minutes	Permanent	25 O.S. § 312
Real property deeds and titles	Recommended: permanent	

## **Payroll Records**

Record	Retention Period	Reference
Payroll statements and affidavits	Permanent	62 O.S. § 304.1(C)
Payroll records of non-exempt employees, including: 1. Full name; 2. Social Security number; 3. Identifying symbol or number used on payroll records in place of name; 4. Home address, including zip code; 5. Date of birth, if under 19; 6. Sex and occupation in which employed 7. Time of day and day of week in which an employee's work week begins or the starting time and length of each employee's work period; 8. Regular hourly rate of pay for any work week in which overtime compensation is due, including the basis of the pay by showing the amount paid per hour, per day, per week, or other basis; 9. Hours worked each work day and total hours worked each work week; 10. Total daily or weekly straight-time earnings or wages due for hours worked during the work day or work week, exclusive of overtime; 11. Total pay for overtime hours; 12. Total additions or deductions from wages paid each pay period; 13. Total wages paid each pay period; 14. Date of payment and wages and pay period covered by those wages; and, 15. If retroactive payment of wages is made, the employer must record and preserve as an entry on pay records the amount of payment to each employee, the period covered by the payment, and the date of the payment	3 years	29 C.F.R. § 516.2 29 C.F.R. § 516.5

Payroll records of bona fide executive, administrative, or professional employees, including all records containing the information in items $1 - 7$ and $12 - 15$ above, plus the basis on which wages are paid, fringe benefits, and any prerequisites for pay or benefits	3 years	29 C.F.R. § 516.3 29 C.F.R. § 516.5
Collective bargaining agreements	3 years	29 C.F.R. § 516.5
Employment contracts	3 years	29 C.F.R. § 516.5
Certificates of employment	3 years	29 C.F.R. § 516.5
Sales and purchase records (not related to real property)	3 years	29 C.F.R. § 516.5
Basic employment and earnings records, including time sheets	2 years	29 C.F.R. § 516.6
Wage rate tables	2 years	29 C.F.R. § 516.6
Order, shipping, and billing records	2 years	29 C.F.R. § 516.6
Records of additions to or deductions from wages paid	2 years	29 C.F.R. § 516.6

## **General Employment Records**

Record	Retention Period	Reference
<ol> <li>Personnel records, including:</li> <li>Requests for accommodation</li> <li>Applications &amp; records related to hiring</li> <li>Evaluations</li> <li>Admonishments and reprimands</li> <li>Supervisor anecdotal notes</li> <li>Sick leave records</li> </ol>	2 years from the conclusion of the employee's employment	29 C.F.R. § 1602.40
Personnel or employment records relating to a charge of discrimination	Through the final disposition of the charge	29 C.F.R. § 1602.40

## **Drug / Alcohol Testing Records**

Record	Retention Period	Reference
Employee drug and alcohol testing record	3 years from date	49 C.F.R. § 40.25(i)
obtained from Department of	employee first performs	

Transportation regulated employees	safety-sensitive duties	
Results of employee alcohol test indicating alcohol concentration of .02 or greater	5 years	49 C.F.R. § 40.333
Results of positive employee drug test	5 years	49 C.F.R. § 40.333
Documentation of an employee's refusal to take a drug and alcohol test (including substituted or adulterated test results)	5 years	49 C.F.R. § 40.333
SAP reports	5 years	49 C.F.R. § 40.333
Follow up tests /schedules for follow up tests	5 years	49 C.F.R. § 40.333
Negative drug and alcohol test results	l year	49 C.F.R. § 40.333
Information on drug and alcohol tests obtained from previous employers	3 years	49 C.F.R. § 40.333
Records of inspection, maintenance, and calibration of evidential breath testing apparatuses	2 years	49 C.F.R. § 40.333

## **Financial Records**

Record	Retention Period	Reference
Financial records, including claims, warrants, contracts, purchase orders, and any other financial records or documents – except those from competitively bid projects	5 years	51 O.S. § 24A.4 70 O.S. § 5-122
Records related to the Competitive Bidding Act, including both successful and unsuccessful bids and all resulting contracts and required bonds	5 years from the date of opening bids or 3 years from the date of completion of the contract, whichever is longer	61 O.S. § 112
Activity fund records	5 years	70 O.S. § 5-122
Report of an audit conducted pursuant to the Oklahoma Public School Audit Law	5 years	70 O.S. § 22-108(B)

## Federal and State Programs

Record	Retention Period	Reference
Records pertaining to federal funds, including records disclosing amount and disposition of funds, total cost of activity, share of cost from non-federal sources, and other records that would facilitate an audit	3 years after the completion of the activity for which the funds were used	20 U.S.C. § 1232f(a)
Records pertaining to federal funds which are the subject of litigation, claim, negotiation, or audit ongoing at end of three year retention period	Keep until the issue is resolved	34 C.F.R. § 80.42
Records pertaining to the National School Lunch Program	3 complete, prior school years	7 C.F.R. § 210.20 (b) (12)

#### Warner Public Schools Public Record Access Request

#### TO: WARNER SCHOOL DISTRICT

1. Pursuant to the Oklahoma Open Records Act, the undersigned hereby requests access to the following school district records:

[Describe records as specifically as possible; attach additional sheets if necessary.]

- 2. The undersigned requests access to the foregoing records for the following purpose:
- 3. If paper copies of the documents are requested, the undersigned agrees to pay \$
  \_\_\_\_\_ per page for copies. If a search is necessary to furnish the documents, if this request is solely for commercial purposes, or if this request would cause excessive disruption of the district's essential functions, the undersigned agrees to pay a search fee of \$\_\_\_\_per hour.
- 4. If electronic data is requested, the undersigned agrees to pay \$ per hour for document searches and <u>\$</u> per page for each converted document (TIFF or PDF) produced. The undersigned also agrees to pay any direct costs the district incurs in order to respond to the requestor's request for electronic information.
- 5. The undersigned is acting as representative or agent for \_\_\_\_\_

TO BE COMPLETED BY REQUESTOR:	TO BE COMPLETED BY WARNER SCHOOL DISTRICT:
(Print name)	Received by Warner School District
(Signature)	(Employee Name)
	(Date)
(Address)	
	Record Request No.
(Phone number)	
(Date)	

#### ATTORNEY-IN-FACT AFFIDAVIT<sup>1</sup>

#### I certify that I am the parent or legal custodian of:

Full name of minor child	Date of birth
Full name of minor child	Date of birth
Full name of minor child	Date of birth
Full name of minor child	Date of birth

## I designate the following individual as the attorney-in-fact for each minor child named above:

Full name of attorney-in-fact

Street address, city, state and zip code of attorney-in-fact

Home phone, attorney-in-fact

Work phone, attorney-in-fact

#### I provide the attorney-in-fact the following authority:

\_\_\_\_\_I delegate to the attorney-in-fact all of my power and authority regarding the care, custody and property of each minor child named above, including but not limited to the right to enroll the child in school, inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.

OR

\_\_\_\_\_I delegate to the attorney-in-fact the following specific powers and responsibilities:

<sup>&</sup>lt;sup>1</sup> Student residency cannot be established through an attorney-in-fact relationship without this fully completed document.

This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.

#### **Effective Dates**

This power of attorney is effective for a period not to exceed one year (12 calendar months), beginning on \_\_\_\_\_\_, 20\_\_\_ and ending \_\_\_\_\_\_, 20\_\_\_. I reserve the right to revoke this authority at any time. I understand that in order to extend this power of attorney beyond one year I must execute and deliver to the district a new power of attorney.

#### Signatures

I hereby make these designations as specified above.

Parent signature

I hereby accept my designation as attorney-in-fact for the minor child(ren) specified in this power of attorney.

Attorney-in-fact signature

Date

Date

#### Acknowledgment

Before me, the undersigned, a Notary Public, in and fo	or said County and State on this
day of	, 20, personally
appeared	(name of parent/legal
custodian) and	(name of attorney-in-fact) to
me known to be the identical persons who e	executed this instrument and
acknowledged to me that each executed the same as h	his or her free and voluntary act
and deed for the uses and purposes set forth in the ins	strument.

Witness my hand and official seal the day and year above written.

Signature of notarial officer

My commission expires (Seal)

#### ATTACHMENT A (Application Form for Open Transfer)

Completion of this form is required of each applicant for a transfer in order to apply the criteria of this policy. Failure to fully and truthfully complete and timely submit this form to the district will result in a denial of the transfer. Completion of this form will be in addition to completion of any form required by the State Board of Education.

1.	Full name of student as it appears on the student's birth certificate:	
----	--	--

2.	Date of student's birth:			
3.	Curre	Current address of student:		
4.	Full na	Full names of parent(s), guardian(s), or custodian(s) of the student:		
5.	Educational history of the student: A. School district in which student currently resides:			
	В.	School in which the student is currently enrolled, if different from above.		
	C.	If the student has not exclusively attended the school district in which the student is currently enrolled, list the name of <u>each</u> school district and addresses, if known, in which student has ever been enrolled:		
		School: Dates of Attendance:		
		Grade Completed Upon Leaving District:		
		School:		
		Dates of Attendance:		
		Grade Completed Upon Leaving District:		
		School:		
		Dates of Attendance:		
		Grade Completed Upon Leaving District:		
6.	Curre	nt or last completed grade of student:		
7.	Grade	e in which the student desires to enroll:		

- 8. Courses in which the student desires to enroll in each semester in the coming school year:
- 9. Has the student a disciplinary record for violating school regulations?

Yes \_\_\_\_ No \_\_\_

If Yes, state school(s) in which each violation occurred and approximate date(s) of violation(s):

10. Has the student ever been suspended from school or placed in a alternative education program or setting for disciplinary reasons?

Yes \_\_\_\_ No \_\_\_\_

If Yes: For <u>each</u> suspension and alternative program or setting, state the school which suspended or placed the student; the nature of the offense; and approximate date of the suspension or placement, if different from the above:

11. Has the student been adjudicated as a delinquent for either a violent or nonviolent offense under relevant Oklahoma law?

Yes \_\_\_\_ No \_\_\_\_

If Yes: State the name of the court making the adjudication; the time of such adjudication; the nature of offense; whether the student is still under any court supervision; and, if so, the name of the person overseeing such supervision:

12. Has the student been convicted as an adult for either a violent or nonviolent offense as defined in relevant Oklahoma law?

Yes \_\_\_\_ No \_\_\_\_

If Yes: State the name of the court in which the conviction was entered; the time of the conviction; the nature of the offense; the sentence imposed; whether the student is still under any court supervision; and, if so, the name of the parole officer or other supervisor:

13. Has the student committed on school property, in school transportation, or at a school event, a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or others?

Yes \_\_\_\_ No \_\_\_\_

If Yes: State the school district attended when the act occurred; the approximate date of the act; and describe what occurred:

14. Has the student possessed on school property, in school transportation, or at a school event, an alcoholic beverage; low-point beer, as defined by relevant Oklahoma law; or been involved with missing or stolen property found to have been taken from a student, school employee, or the school during school activities?

Yes \_\_\_\_ No \_\_\_\_

If Yes: State, for <u>each</u> separate act, the school district attended when the act occurred; the approximate date of the act; and describe what occurred:

15. Has the student possessed on school property, while in school transportation, or at a school event, a dangerous weapon or a controlled dangerous substance, as defined by relevant Oklahoma law, or a prescription or non-prescription mood altering substance?

Yes \_\_\_\_ No \_\_\_\_

If Yes: State, for <u>each</u> separate act, the school district attended when the act occurred; the approximate date of the act; and describe what occurred:

16. Has the student ever been removed from any school for making an electronic communication with the intent to terrify, intimidate, harass, or threaten injury or harm to faculty or other students?

Yes \_\_\_\_ No \_\_\_\_

If Yes: State, for <u>each</u> separate act, the school district attended when the act occurred; the approximate date of the act; and describe what occurred:

17. If the student has been identified as a child with a disability, this district will need to review all such records to make a reasonable determination of whether the district has the facilities, programs, staff, and space to implement the student's current or anticipated Individualized Education Program (IEP) or Section 504 Accommodation Plan, and, if preliminary approval of a transfer is made, to conduct the statutorily-required joint IEP or Section 504 conference with the resident school district. Is the student currently, or has the student been, a child with a disability who received an IEP or Section 504 Accommodation Plan?

Yes \_\_\_\_ No \_\_\_\_

If Yes: Brief describe the nature of the disability; the approximate time period in which the student has been, or was, under an IEP or Section 504 Accommodation Plan; and the names of the school districts which implemented the student's plan:

18. Do you agree to complete the Consent For Release Of Confidential Information, allowing this district to review all educational records of the student from all previous schools attended by the student?

Yes \_\_\_\_ No \_\_\_\_

#### ATTACHMENT B Transfer Student Consent to Cancellation of Transfer

The undersigned, who is **<u>not</u>** a resident of this district, recognizes:

- 1. That the undersigned non-resident student has a right by law to attend the school district of residence;
- 2. That the non-resident student desiring to enroll in this district has <u>no</u> statutory right to attend this district;
- 3. That the district is not required to accept this transfer application; and,
- 4. That the district does not desire to accept a transfer of a student who will detract from the educational process of resident students or take the place of another transfer applicant who would not detract from that process.

The undersigned hereby agrees that if the district approves a transfer allowing the undersigned student to enroll in this district, the administration of the district has the irrevocable consent of the undersigned to cancel the transfer at any time during the approved enrollment school year if:

- 1. The student fails to comply with student behavior rules set by the district, school, or teacher;
- 2. The parent(s), or student 18 years of age or older, fails to promptly pay financial obligations owed to the district, including payments owed, but not limited to, school lunches and for lost or destroyed district property; or,
- 3. The student does not have a valid excuse for failure to attend school.
- 4. The superintendent or board determine that due to a financial shortfall occurring at any time or over-enrollment causing crowded classrooms or programs that it is necessary to cancel any transfer for the best interests of the students who reside in the district.

The undersigned also is informed that this consent to cancellation and waiver of rights to contest cancellation of the transfer is a condition to the granting of the transfer and for continued enrollment after transfer acceptance, and thus the consent may not be withdrawn at any time in the future.

The undersigned also understands that although the administration will notify the parent(s), or student 18 years of age or older, of any cancellation, the undersigned understands and agrees that the determination of the administration that a cancellation is to be effected will be final, that the undersigned will have <u>no</u> right to appeal that determination to the board of education, and that after cancellation, the administration will send the educational records of the student to the student's resident school district or to such other school district as the undersigned directs.

By signing this agreement, I affirm that I have read and understand the above conditions concerning acceptance of the transfer application and my consent to district authority to cancel the transfer, if granted, for the reasons stated above.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2\_\_\_\_\_.

Signature of Parent (or Adult Student) Applying for Transfer

Printed Name of Parent (or Adult Student) Applying for Transfer

#### **APPLICATION FOR TRANSFER UNDER THE DEPLOYED PARENTS SCHOOL ACT OF 2013**

- 1. Full name of student as it appears on the student's birth certificate:
- 2. Date of student's birth: 3. Current address of student: 4. Full name(s) of student's parent(s): \_\_\_\_\_ 5. Name of parent on active duty (copy of Department of Defense ID card required): 6. Full name of student's custodian(s) during parent's active duty: 7. Address of custodian(s): 8. Period of parent's active duty (copy of orders required): 9. School district in which student currently resides: 10. School district which student attends, if different from above: Current or last completed grade of student: \_\_\_\_\_ 11. 12. Grade in which the student desires to enroll: \_\_\_\_\_ 13. Courses in which the student desires to enroll in each semester in the coming school year:
- 14. If the student has been identified as a child with a disability, this district will need to review all such records to implement the student's current or anticipated Individualized Education Program (IEP) and conduct the statutorily-required joint IEP conference with the resident school district. Is the student currently, or has the student been, a child with a disability who received an IEP? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes: Briefly describe the nature of the disability; the approximate time period in which the student has been, or was, under an IEP; and the names of the school districts which implemented the student's IEP:

15. Do you agree to complete the Consent for Release of Confidential Information, allowing this district to review all educational records of the student from all previous schools attended by the student?

Yes \_\_\_\_ No \_\_\_\_

#### NOTICE OF OUT-OF-SCHOOL SUSPENSION AND RIGHT TO SUSPENSION CONFERENCE

Student	Date
Parent/Guardian	Grade DOB
Address	
	is being suspended out of school from the Warner
Public Schools for	The out-of-school
suspension will commence on	, with the student allowed to return

The reason(s) for the out-of-school suspension is/are:

I held a conference with the student today during which I explained the reasons for the outof-school suspension and gave the student the opportunity to explain his/her side of the case.

Before recommending out-of-school suspension, I considered alternative in-school placements, including, but not limited to, placement in an alternative school setting, reassignment to another classroom, and placement in in-school detention. I determined that these and other available options were inappropriate because:

I invite and encourage you as the student's parents to meet with me to discuss your child's behavior and any reasons you may have why the out-of-school suspension should not be imposed. I will be available to meet with you in my office on \_\_\_\_\_\_

at \_\_\_\_\_.m. Please call

\_\_\_\_\_\_ if you have any problems with the time or date of the conference.

The out-of-school suspension goes into effect on the date stated above unless (1) on meeting with you, I agree that the suspension should not go into effect, (2) you submit a request for appeal in accordance with the appeal rights listed on the back of this form, or (3) the following paragraph is applicable (if the following paragraph applies to your student's suspension, the principal will initial the paragraph below).

\_\_\_\_\_ This out-of-school suspension is effective immediately because the student's conduct indicates that his/her continued attendance at school pending review or waiver of review of the out-of-school suspension would be dangerous to other students, staff, or school property or would substantially interfere with the educational process.

When the out-of-school suspension goes into effect, the student is prohibited from being on any school premises <u>at any time</u>, before, during, or after school. Notwithstanding the filing of an appeal, the student immediately forfeits the privilege of participating in all extracurricular activities of the school.

I acknowledge receipt of this notice at the conclusion of the conference with the principal.

#### Student Signature

This notice has been hand-delivered to the named student (with instructions to deliver it to his/her parent or guardian) and mailed to the parent/guardian on this date.

Administrator Signature

Date

- $\Box$  Enclosed is a copy of student rules with violation circled.
- Letter sent to parent/guardian by registered or certified mail.
- Enclosed is a copy of Parent Rights in Special Education (only for children with disabilities).

## **Rights in Special Education**

#### Student Rights

- Have relevant policies and school regulations explained so that he/she can understand them.
- Be notified of the policy, rule or regulation allegedly violated.
- Be allowed to explain his/her version of the alleged violation.
- Have a meeting with the principal before the suspension (if the conduct constitutes an immediate danger, the conference will be held as soon as possible after removal).
- Be notified of the length of any out of school suspension.

#### Parent / Guardian Rights

- Be notified by phone and in writing of the suspension, including the alleged violations and the other options which were considered and rejected prior to suspension.
- Have a conference with principal during regular school hours; conference includes explanation, in a way the parent/guardian can understand, of (1) the policy, rule or regulation the student allegedly violated, (2) student's alleged conduct, (3) options considered in lieu of suspension, and reason for rejecting those options.
- A final principal decision after the conference regarding whether the suspension will be terminated or modified.
- Advance notice prior to mid-day dismissal of elementary and middle school students.

#### All out of school suspensions may be appealed as follows:

#### Ten (10) Days or Less (short term)

- A student/parent/guardian has the right to appeal a suspension decision to a Suspension Review Committee (SRC) within 5 days of the initial notice of the suspension. The appeal must be made in writing.
- The SRC will meet as soon as possible to review the suspension. The principal will notify the student/parent/guardian of the date, time and place of the hearing at least 24 hours prior to the hearing.
- The student/parent/guardian have the right to be present at the hearing and present evidence and witnesses to support their position. Any party wishing to have legal counsel present must give the other party 24 hours advance notice or may not have counsel present.
- The SRC will determine the student's guilt or innocence and the reasonableness of the term of the suspension. The SRC will sustain, rescind, or modify the suspension. The decision of the SRC is final and nonappealable unless the SRC determines the suspension should be increased in excess of 10 days. In that event, the appeal procedures for long-term suspensions shall apply.

#### Greater Than Ten (10) Days (long term)

- A student/parent/guardian has the right to appeal a suspension decision to the superintendent (or designee) within 5 days of the initial notice of the suspension. A student/parent/guardian may, alternatively, appeal a suspension decision to the board of education or designated hearing officer within 5 days of the initial notice of the suspension. Either type of appeal must be made in writing, and if no appeal is received the principal's decision is final.
- For appeals to the superintendent, the superintendent will schedule a hearing as soon as possible, notify the student/parent/guardian of the date, time and place of the hearing at least 24 hours prior to the hearing and notify the student/parent/guardian that they have

a right to be present at the hearing. At the hearing, the superintendent will review the facts, determine the guilt or innocence of the student, the reasonableness of the term of the suspension and decide to sustain, rescind, or to modify the suspension. The superintendent will notify the student/parent/guardian of the decision at the conclusion of the hearing. The student/parent/guardian may appeal the superintendent's decision to the board or designated hearing officer within 5 days of the superintendent's decision. The appeal must be made in writing.

- For appeals to the board, the student/parent/guardian must notify the superintendent or board clerk of the appeal request, in writing, within 5 days of the principal's decision or the superintendent's decision.
- The student/parent/guardian will be notified in writing of the date, time and place of the hearing at least 24 hours prior to the hearing. The hearing will be conducted as soon as practical and will be either "open" or "closed" at the student/parent/guardian's option. The student/parent/guardian have a right to be present in person at the hearing. Both the administration and the student/parent/guardian have the right to present evidence and witnesses to support their position and to be represented by legal counsel. The board or hearing officer will determine the guilt or innocence of the student and the reasonableness of the term of the suspension. The board or hearing officer will sustain, rescind or modify the suspension. The board or hearing officer's decision is final and non-appealable.

<u>SPECIAL NOTICE</u>: A disabled student and his/her parent/guardian are entitled to the procedural protection of Section 504 and/or IDEA-B before the student's placement is changed for disciplinary reasons. If additional information is needed, consult the handbook titled, "Discipline of Handicapped Students in Elementary and Secondary Schools," supplied by the U.S. Department of Education, Office for Civil Rights, Washington, D.C. Disabled Students who are disabled and are subject to out-of-school suspension will be afforded the same treatment as provided to students who are not disabled in accordance with Section 504 and its implementing regulations at 24 C.F.R. § 104.4(a), (b) (1) (vii). Specifically, suspension and appeal procedures will be the same as for students who are disabled. These procedures could be altered if the administration makes a determination that the student will be a danger to other students, staff, or school property, or would substantially interfere with the educational process at the school.

	Warner Public Schools <u>Suspension Hearing Request or Waiver</u>
	m to: David Vinson
Student Name:	
School Site:	Grade:
	earing related to my child's suspension. I understand that requests are calendar days of the suspension or notice of superintendent's decision.
Appeal Hearin	ng
	My child was suspended for 1-10 days and I want to appeal.
	My child was suspended more than 10 days and I want to appeal to the superintendent. I might still appeal to the board of education later.
	My child was suspended more than 10 days and I want to appeal directly to the board of education.
	My child was suspended more than 10 days, I appealed to the superintendent, and now I want to appeal to the board of education.
Areas of Disag	greement
	At the appeal hearing my child and I will admit the conduct/charges and will only be requesting a reduction in the suspension length or terms.
	At the appeal hearing my child and I will contest the conduct/charges as well as the length or terms of the suspension.
Representatio	n
	We won't bring an attorney to the hearing. We understand that the district won't have an attorney either and that if we change our mind we will have to reschedule to allow the school's lawyer to attend too.
	We will bring an attorney to the hearing. We understand that no attorney is needed. We understand that if we select this option the district will bring its lawyer. Even if we change our mind the district will still use its attorney because the attorney will already be prepared for the hearing.
□ I waive my rig	ght to a hearing related to my child's suspension.

The district will mail notice of the hearing to you at the address on your child's official records. The district can also fax, email, or call you with details if you provide that optional information here:

Parent Name

Date

#### Warner Public Schools <u>Bullying Report Form</u>

#### **Instructions**

Complete the form below with as much information as possible. If you need assistance completing this form, contact the elementary school principal (the district's bullying coordinator). Return the completed form to the counselor.

Anonymous reports will be investigated to the best of the district's ability, but full information allows the district to conduct a more thorough inquiry. No individual will be retaliated against for filing a good faith bullying report.

#### **Individual Making the Report**

Name: School: Contact Numbers:	Report Date: Grade / Job Title:	
Incident Informatio	<u>)n:</u>	
Date of Incident: Location of Incident:	Time:	
Describe Incident:	Use additional pages as necessary, and attach any relevant documents	
Other Witnesses:		

The information in this report is true and correct to the best of my knowledge. I understand that the district will not tolerate retaliation for filing a good-faith report of bullying. I also understand that if I knowingly file a false report of bullying, I may face disciplinary consequences.

Reporter's Signature

Date

#### Warner Public Schools Investigation Report

Investigator:	Position/Title:
Date report received:	Date investigation begun:
<u>Required Notifications</u>	
Date target's parent notified of a rep	ort received: Method:
Date target's parent notified of comp	
Date bully's parent notified of a subs	
Date reported to district's bullying c	
Date reported to law enforcement, if	
Investigation Process	
Individuals interviewed: (attach add	itional pages if needed)
Name:	Date:
Name:	Date:
Interview summary:	
Name:	Date:
Interview summary:	
Name:	Date:
Interview summary:	
Name:	Date:
Interview summary:	

Documents reviewed: (attach additional pages if needed)

Note: attach copies of all documents reviewed, including witness statements.

Document:	Date:
Document:	Date:
Document:	Date:
Dogument	Date:
Document:	Date:
Degument:	Date:
	Date:
Conclusions reached:	
Actions taken:	
OJA Referral: Yes No	
Signature of Investigator	Date

#### Warner Public Schools Student Search Report

Student searched:	
Date of Search:	Approximate time:
Person conducting the search:	
Person witnessing the search:	
Grounds for reasonable suspicion that the stude	ent should be searched:
If the search was a vehicle search, why was the	vehicle searched?
What kinds of items were the object of the sear	ch?
What was searched (pockets, purse, wallet, coavehicle searched] etc.)?	at, vehicle, [if a vehicle search, list areas of
What was found and where?	
What was done with any items found?	
Date	Person Conducting the Search
Witness	Superintendent

# Warner Public Schools Parental Authorization to Administer Medicine or Assist with Application of Sunscreen

TO:	(Adn	ninistrator)	(School)	
I am	the par	ent, guardian or legal custodiar , a minor student atten		
	scho or	student requires medication (i ol day. I hereby give my conse gnated by the school nurse, the	nt and authorize the school r (an employee of the school r	nurse, the principal, he School District
		(name am hereby supplying you, in written instructions of a physi	-	n instructions or the
		(name) am hereby supplying you administration of the medicin		directions for the
		(name am hereby supplying you, in physician prescribing the me		n instructions of the
		I hereby give my consent ar School District's Policy on the	-	
	stude	are that the school assist the stu- ent may possess and self-appl by give my consent and authori (an em	y sunscreen without my wri	tten authorization. I ipal, or
	scho	ol nurse, the principal, and me)	to assist the student in applyi	ng sunscreen:
		sunscreen, which I am he accordance with the label dir		supplying you, in
		sunscreen, which I am he accordance with written inst attached.		
the S	chool l	d that under state law the Board District shall not be liable to the es for any personal injuries to t	e student or the student's par	rent or guardian for

school employees in administering the medicine or assisting in the application of sunscreen I have hereby authorized. I understand that the School District, its agents and employees shall incur no liability for any adverse reaction or injury suffered by the student as a result of the self-administration of medication and/or using the specialized equipment.

I agree to abide by all of the terms of the School District's Policy on the Administration of

Medicine to Students, a copy of which will be given to me on my request.

Date

Signature

Address

Parent with legal custody/guardian

		Student Drug Testing Process
otage Obtaining Consent	Limeline Before student participation in or practice of extracurricular activities	<ol> <li>Form entitled "Student Extracurricular Activity Participant Illegal Drugs Contract" (the Contract) should be distributed to all students participating in covered extracurricular activities.</li> <li>Prior to participation in extracurricular activities form must be signed by:         <ul> <li>a. the student,</li> <li>b. their parent or guardian, and</li> <li>c. each of the student's coaches or sponsors.</li> </ul> </li> <li>The District will collect a fee from each student for the drug testing upon return of the form.</li> </ol>
Violation Drug Policy by observation of possession or use of illegal drugs	Any time district officials observe a student possessing or using illegal drugs	<ol> <li>Violation is reported to:         <ul> <li>A thletic Director and Coach (student athletes) or</li> <li>Principal and Sponsor (all other students).</li> <li>Principal and Sponsor (all other students).</li> </ul> </li> <li>If a violation is determine whether a violation has occurred.</li> <li>If a violation is determined to have occurred, the Athletic Director or Principal will arrange a conference between the parties, the student and the student's parent(s) or guardian(s).</li> <li>At the conference, the violation of the policy, and the restrictions, will be explained.</li> </ol>
Drug Testing (Procedure for Students)	<ul> <li>Upon the following events:</li> <li>1. For student athletes: As part of their annual physical.</li> <li>2. An extracurricular participant other than a student athlete: Prior to the start of the extracurricular's season (if there is no established season than within one week after the first day of classes at the beginning of the school year).</li> <li>3. Upon random selection basis under the District's drug testing program; the advised by the parties based on reasonable suspicion of drug use.</li> </ul>	<ul> <li>A urine sample will be collected from the extracurricular participant in such a way that will safeguard the personal and privacy rights of the participant to the maximum degree possible.</li> <li>1. The sample will be collected in a restroom or other private facility behind a closed stall.</li> <li>2. A monitor of the same sex as the extracurricular participant shall be present outside of the dosed stall while the sample is produced, to listen for normal sounds of urination.</li> <li>3. Once the sample is produced, the monitor will verify the normal warmth and appearance of the specimen.</li> <li>4. If the monitor has reason to believe or suspect that a student is tampeting with the specimen, the monitor may stop the testing and inform the principal or athletic director. The principal or athletic director shall decide if a new sample is required.</li> <li>5. Either before or after the sample is produced, the monitor will give each student a form to note any stop the testing and inform the principal or athletic director. The principal or athletic director shall decide if a new sample is required.</li> <li>6. The sample will be submitted by the district to a laboratory chosen by the District under the Drug Testing Policy.</li> </ul>
Drug Testing (Laboratory Procedure)	Once a student urine sample is submitted to a laboratory under the student testing policy.	<ol> <li>The Laboratory receives the student urine sample.</li> <li>The Laboratory will run an initial drug use test on the sample.</li> <li>If the initial drug use sample test is positive, the laboratory will run a second and different test on the same sample for confirmation of the positive result.</li> <li>If and only if, the second test is positive, the laboratory will contact the principal or athletic director.</li> <li>If a sample for a positive under the second confirmation test, the laboratory will preserve any unused portion of the sample for a period of six months.</li> </ol>

# [School District Letterhead] [NOTE: MUST ATTACH A COPY OF STUDENT DRUG TEST POLICY] [NOTE: RETAIN COPY FOR DISTRICT RECORDS]

DATE: \_\_\_\_\_

DELIVERY VIA (CHECK ALL THAT APPLY): PERSONAL DELIVERY TO PARENT/GUARDIAN OR FIRST CLASS MAIL TO THE FOLLOWING ADDRESS:

RE: DETERMINATION OF VIOLATION OF DRUG POLICY

DEAR \_\_\_\_\_,

Under the District's policy "Extracurricular Activities: Student Drug Testing" a conference was held with the student on \_\_\_\_\_\_ to discuss the possible violation of the policy. The student's parent(s) or guardian(s) (circle one) were/were not in attendance after contact was attempted by district officials.

THIS LETTER SERVES TO NOTIFY YOU THAT I HAVE DETERMINED THAT YOUR STUDENT, \_\_\_\_\_\_, HAS ENGAGED IN CONDUCT THAT VIOLATES THE DISTRICT'S POLICY. THIS IS THE STUDENT'S \_\_\_\_\_ OFFENSE THIS SCHOOL YEAR. EFFECTIVE IMMEDIATELY (CHECK ONE):

**FIRST OFFENSE:** 

THE STUDENT IS SUSPENDED FROM PARTICIPATION IN ALL SCHEDULED EXTRACURRICULAR ACTIVITIES (INCLUDING ALL MEETINGS, PRACTICES, PERFORMANCES AND GAMES/COMPETITIONS) THAT ARE NOT PART OF REGULARLY SCHEDULED CLASS TIME FOR A PERIOD OF 30 SCHOOL DAYS. THIS SUSPENSION CAN BE REDUCED BY 15 DAYS:

- THE STUDENT MAY REDUCE THIS SUSPENSION BY FIVE (5) DAYS IF THE STUDENT COMPLETES A PROFESSIONAL DRUG/ALCOHOL EVALUATION/ASSESSMENT. EVIDENCE OF COMPLETION SUCH EVALUATION/ASSESSMENT MUST BE PROVIDED TO THE DISTRICT.
- THE STUDENT MAY REDUCE THIS SUSPENSION BY TEN (10) DAYS IF THE STUDENT PARTICIPATES IN AND SUCCESSFULLY COMPLETES AT LEAST FOUR HOURS OF SUBSTANCE ABUSE EDUCATION/COUNSELING. THIS PROGRAM <u>IS/IS NOT</u> OFFERED BY THE DISTRICT AT A FEE OF \_\_\_\_\_\_ AND/OR MAY BE OBTAINED FROM AN OUTSIDE AGENCY AT THE STUDENT'S COST. EVIDENCE OF COMPLETION OF SUCH EDUCATION/COUNSELING MUST BE PROVIDED TO THE DISTRICT.

A student must miss a minimum of two (2) games/competitions for this violation even if such games/competitions occur outside of the time of suspension listed below (up to and including the following school year). If the student would otherwise not be eligible to compete (due to injury, academic ineligibility, etc.), the student will be required to miss the next two games/competitions after they are eligible for participation. If necessary, this suspension will continue into the succeeding competition season.

\_\_\_ Second or Subsequent offence:

The student is suspended from participation in all scheduled extracurricular activities (including all meetings, practices, performances and games/competitions) that are not part of regularly scheduled class time for a period of eighteen (18) continuous and consecutive weeks. If necessary, this suspension will continue into the succeeding school year.

BEFORE REJOINING THE STUDENT'S EXTRACURRICULAR ACTIVITY, THE DISTRICT MAY REQUIRE THE STUDENT PARTICIPATE IN AN ADDITIONAL DRUG TEST. ADDITIONALLY, THE DISTRICT MAY REQUIRE THE STUDENT PERIODICALLY PARTICIPATE IN ADDITIONAL DRUG TESTS FOR UP TO ONE YEAR AFTER THE DATE OF ANY POSITIVE RESULT ON A DRUG TEST— EVEN IF THE STUDENT HAS REJOINED THEIR EXTRACURRICULAR ACTIVITY.

SHOULD YOU WISH TO APPEAL THIS DETERMINATION, YOU MAY DO SO BY SUBMITTING AN APPEAL REQUEST TO THE SUPERINTENDENT'S OFFICE WITHIN FIVE BUSINESS DAYS OF RECEIVING THIS NOTIFICATION. SHOULD YOU CHOOSE TO APPEAL, THE STUDENT WILL REMAIN INELIGIBLE PENDING THE SUPERINTENDENT'S DECISION. THE SUPERINTENDENT'S DECISION IS FINAL AND CANNOT BE APPEALED.

THE FOLLOWING PARAGRAPHS ARE APPLICABLE ONLY IF CHECKED:

- DURING THE CONFERENCE, A REQUEST FOR A RE-TEST OF THE TESTING SPECIMEN AT YOUR EXPENSE <u>WAS</u> MADE. THE STUDENT REMAINED INELIGIBLE FOR PARTICIPATION IN EXTRACURRICULAR ACTIVITIES FOR <u>DAYS</u> PENDING THE RE-TEST RESULTS. THESE DAYS HAVE BEEN COUNTED IN THE SUSPENSION CALCULATION LISTED BELOW.
- During the conference, an alternative reason for the positive result was made. The student remained ineligible for participation in extracurricular activities for days pending consultation with the lab. The lab determined the alternative reason was (circle one) <u>valid/not valid</u>. These days have been counted in the suspension calculation listed below; provided that, if a retest of the testing specimen was also requested, the student may only receive credit for days in excess of the days he or she was ineligible pending the retest results.

THIS SUSPENSION IS EFFECTIVE UNTIL \_\_\_\_\_.

**I HAVE ATTACHED A COPY OF THE DISTRICT'S POLICY** "Extracurricular Activities: Student Drug Testing" for your review.

SINCERELY,

[Name] [Principal, School or Athletic Director] [District]

**ENCLOSURES** 

# Warner Public Schools <u>Notification of Rights Under the Protection of Pupil Rights Amendment</u>

The Protection of Pupil Rights Amendment affords parents and students who are 18 or emancipated minors ("eligible students") certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

*Consent* before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED) -

- 1. Political affiliations;
- 2. Mental and psychological problems of the student or student's family;
- 3. Sex behavior or attitudes;
- 4. Illegal, anti-social, self-incriminating or demeaning behavior;
- 5. Critical appraisals of others with whom respondents have close family relationships;
- 6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
- 7. Religious practices, affiliations, or beliefs of the student or parents; or
- 8. Income, other than as required by law to determine eligibility.

Receive notice and an opportunity to opt a student out of -

- 1. Any other protected information survey, regardless of funding;
- 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
- 3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Inspect, upon request and before administration or use -

- 1. Protected information surveys of students;
- 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
- 3. Instructional material used as part of the educational curriculum.

The School District will develop and adopt policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. The School District will directly notify parents and eligible students of these policies at least annually at the start of each school year and after any substantive changes. The School District will also <u>directly</u> notify parents and eligible students, such as through U.S. Mail or email, at least annually at the start of each school year of the specific or approximate dates of the following activities and provide an opportunity to opt a student out of participating in:

- Collection, disclosure, or use of personal information for marketing, sales or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parent/eligible students who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-4605

# Warner Public Schools <u>Head Injury Release</u>

To: Athletic Director Warner Public Schools 1012 5<sup>th</sup> Avenue Warner, OK 74469

It is my understanding that the School District will not allow a student-athlete who has sustained or is suspected of having sustained a head concussion to practice or participate in any athletic competition until the athlete is evaluated in a follow-up examination by a medical doctor or doctor of osteopathy trained in the evaluation and management of head concussions and the student-athlete receives written clearance from the medical doctor or doctor of osteopathy to return to athletic participation.

My signature below certifies to the following:

- I am a:
  - \_\_\_\_\_ medical doctor
  - \_\_\_\_\_ doctor of osteopathy
  - \_\_\_\_\_ licensed athletic trainer
  - \_\_\_\_\_ advanced registered nurse practitioner
  - \_\_\_\_\_ physician assistant

licensed to practice in the State of Oklahoma.

- I have been trained in the evaluation and management of head concussions.
- The following student-athlete has been evaluated by me in connection with a head concussion or suspected head concussion: \_\_\_\_\_\_. My evaluation of the named student-athlete has occurred since the date and time of the concussion or suspected concussion.
- It is my professional opinion, based on my training and experience, that the studentathlete named above may return to participation in athletics in the Schools Districts' Athletic Programs on the following date: \_\_\_\_\_

Signature of Medical Provider

Date

# Warner Public Schools <u>Concussion and Head Injury Acknowledgments</u>

In compliance with Oklahoma Statute Section 24-155 of Title 70, this acknowledgement form is to confirm that you have read and understand the Concussion Fact Sheet provided to you by the School District related to potential concussions and head injuries occurring during participation in athletics.

I, \_\_\_\_\_\_\_ (please print student-athlete's name) as a student-athlete who participates in athletics and I, \_\_\_\_\_\_\_ (please print parent/guardian's name) as the parent/legal guardian, have read the information material provided to us by the School District related to concussions and head injuries occurring during participation in athletic programs and understand the content and warnings.

Signature of Student-Athlete

Date

Signature of Parent/Legal Guardian

Date

This form should be completed annually prior to the athlete's first practice and/or competition and be kept on file for one year beyond the date of signature in the principal's office or the office designated by the principal.

# What is a concussion?

A concussion is a brain injury that:

- Is caused by a bump or blow to the head
- Can change the way your brain normally works
- Can occur during practice or games in any sport
- Can happen even if you have not been knocked out
- Can be serious even if you have just been "dinged"
- All concussions are serious. A concussion can affect your ability to do schoolwork and other activities like playing video games, working on a computer, studying, driving or exercising. Most people with a concussion get better, but it is important to give your brain time to heal.

## What are the symptoms of a concussion?

Signs and symptoms of a concussion can show right up after the injury or may not appear to be noticed until days or weeks after the injury.

## Signs Observed by Parents or Guardians

If your child has experienced a bump or blow to the head during a game or practice, look for any of the following signs and symptoms of a concussion:

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Cannot recall event prior to hit or fall
- Cannot recall events after hit or fall

## Symptoms Reported by Athletes:

- Headache or "pressure" in head
- Nausea or vomiting

• Balance problems or dizzinesss; double or blurry vision

- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy or groggy

# What should you, the student athlete, do if you think you have a concussion?

• Tell your coaches or parents. Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach if one of your teammates may have a concussion.

• Get a medical checkup. A doctor or health care professional can tell you if you have a concussion and when you are OK to return to play.

• **Give yourself time to get better**. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Additional concussions can cause damage to your brain. It is important to rest until you get approval from a doctor or health care professional to return to play.

# What should parents/guardians do if they think their child has a concussion?

• Seek medical attention right away. A health care professional will be able to decide how serious the concussion is and when it is safe for your child to return to sports.

• Keep your child out of play. Concussions take time to heal. Don't let your child return to play until a health care professional says it's OK. Children who return to play too soon—while the brain is still healing—risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.

• Tell your child's coach about any recent concussion. Coaches should know if your child had a recent concussion in ANY sport. Your child's coach may not know about a concussion your child received in another sport or activity unless you tell the coach.

# How can you prevent a concussion?

• Follow the coach's rules for safety and the rules of the sport.

• Practice good sportsmanship.

• Use the proper equipment, including personal protective equipment (such as helmets, padding, shin guards and eye and mouth guards –IN ORDER FOR EQUIPMENT TO PROTECT YOU, it must be the right equipment for the game, position and activity; it must be worn correctly and used every time you play.)

• Learn the signs and symptoms of a concussion

- Concentration or memory problems
- Confusion
- Does not "feel right"

# If you think you have a concussion: <u>Don't hide it. Report it. Take time to recover</u>. It's better to miss one game than the whole season.

For more information about concussions visit:

www.cdc/concussion
 www.oata.net
 www.ossaa.com
 www.nfhslearn.com

# Warner Public Schools Student Activity Release & Permission Form

# **Event Details**

Description: Sponsor:	
Date:	
Start Time:	End Time:
Cost:	
Items to Bring:	
Other Info:	

# **Transportation**

School vehicles. The district	will provide transportation to/from the event.
All students are required to us	se school transportation to/from the event. The
bus will leave from	promptly at the start time.
Students should arrive	minutes in advance to check in. The bus
will return as close to the end	time as possible. Please arrive promptly to pick
up your child from	

- Volunteer vehicles. Parent volunteers will transport students to/from the event in their personal vehicles. Parent vehicles will leave from \_\_\_\_\_\_ promptly at the start time. Students should arrive \_\_\_\_\_\_ minutes in advance to check in. Parent vehicles will return as close to the end time as possible. Please arrive promptly to pick up your child from \_\_\_\_\_\_.
- □ **Personal transportation.** All students are individually responsible for arranging and providing their own transportation to and from the event. The district is not supervising transportation in connection with this event.

## **Emergency Info**

## Contacts

Parent/Guardian:	#:
Name:	#:
Name:	#:

## Medical

- □ My child does not have any known allergies or other health conditions.
- $\Box$  My child has the following known allergies or health conditions:
- During this event my child will not need any medication.
- During the event my child will need medication. A completed copy of the district's authorization to administer medication is attached.

# **Permission**

I give permission for my child, \_\_\_\_\_\_\_, to attend the event described above in accordance with the terms outlined in this form. I understand that participation in this event is voluntary and I agree to hold the district and any parent volunteers harmless from liability for their good faith acts connected with this event. In case of emergency, I authorize the event sponsor to obtain medical treatment on behalf of my child. I agree to be financially responsible for those costs.

Parent/Guardian Signature

Date

## Warner Public Schools <u>Grievance Form</u>

- 1. Name and Address of Charging Party (Grievant):
- 2. Date: \_\_\_\_\_
- 3. Phone numbers where Grievant may be reached:

Home	
Office	
Cell	
Other	

- 4. Statement of grievance (please provide as detailed a statement as is possible and feel free to attach supplemental pages if necessary for a complete understanding of your concerns):
- 5. Please identify any documents or other materials which support your grievance. If documents or materials are in your possession, please attach copies to this grievance.
- 6. Please identify what action or relief you are seeking as a result of this grievance.

Signature of Grievant

## IF, AS A RESULT OF A DISABILITY, YOU NEED ASSISTANCE IN COMPLETING THIS FORM PLEASE CONTACT THE DISTRICT'S TITLE IX/504 COORDINATOR,

Superintendent Warner Public Schools 1012 5<sup>th</sup> Avenue Warner, OK 74469

## FOR ASSISTANCE OR ACCOMMODATION.

# Warner Public Schools Notification of Use of a Service Animal

Date:	Building:
Staff Member or Student's Name:	
Parent's Name (for Students only):	

Identify whether the service animal is required because of a staff member or student's disability, and if so, identify and describe the manner in which the service animal will meet the individual's particular need(s):

Name of service animal:

Documentation attached that the service animal is:

$\square$	

Properly and currently vaccinated Under the control of a handler Name of handler:

> Submit request to Superintendent. Annual Notification Required

# Warner Public Schools Service Animal Registration

Anim	nal Owner :	
Stude	lent (if applicable):	
Anin	nal name:	
	Notification form is attached	

Documentation attached that the service animal is:

- Properly and currently vaccinated
- Under the control of a handler
   Name of handler: \_\_\_\_\_\_

I have read and understand the district's Service Animals Policy. I will abide by the terms of the policy. I understand that the district has the discretion to exclude or remove my service animal from its property if:

- my service animal is out of control and/or the animal's handler does not effectively control the animal's behavior;
- my service animal is not housebroken;
- my service animal's presence or behavior fundamentally alters the nature of a district service, program, or activity; or
- my service animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications

I agree to be responsible for any and all damage to district property, personal property, and any injuries to individuals caused by my service animal. I agree to indemnify, defend and hold the district harmless from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

OWNER

Signature

Date

Note: This registration is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

# Warner Public Schools <u>Cyber Bullying and Internet Safety Fact Sheet</u>

People can be bullied in lots of ways, including through cyber bullying. Cyber bullying is when someone sends or posts things (words, pictures, recordings) that are mean, embarrassing or make people feel scared, embarrassed or uncomfortable. Even if they don't do this at school sometimes cyber bullying makes things at school hard. No student is allowed to disrupt school through cyber bullying.

Cyber bullies work in lots of ways, but here's some of their most common:

- Send or post mean messages
- Make up websites or accounts with stories, cartoons, pictures or "jokes" that are mean to others
- Take embarrassing pictures or recordings (without asking first)
- Send or post stuff to embarrass others
- Hack into other people's accounts or read their stuff
- Hack into other people's accounts and send or post their private stuff
- Pretend to be somebody else to get someone to give them private info
- Send threats

If you're a cyber bully knock it off! Ask your principal/counselor how you can make things right.

If someone is cyber bullying you, there's something you can do about it:

- Don't respond to and don't ignore a cyber bully. Instead, tell an adult you trust. If cyber bullying follows you to school, tell your teacher, counselor or principal.
- Even if what the bully does is embarrassing, don't delete it. Instead, get a copy so you can prove what happened.
- Have an adult help you contact a company representative (cell phone company, Yahoo, Facebook, Twitter, etc.) about blocking or removing the bad stuff.

You can't always stop people from being mean, but there are ways to help yourself:

- Don't give out your personal info in electronic or digital communications
- Don't tell anyone but your parents what your login name, password or PIN number is
- Don't post or send embarrassing pics or recordings (even on your own sites) bullies love to copy your stuff

Suggestions for Parents:

- Help your child understand how permanent electronic or digital communications are
- Talk to your child about understanding, preventing and responding to cyber bullying
- Contact your student's school for help if you suspect your child is being cyber bullied or if you suspect your child is engaging in cyber bullying

#### Warner Public Schools Electronic Device Agreement

Student Section

	Student Full Name: School Site: Home Address:	Grade:
	Phone No.:	
Terms	L	
	-	ded the student with a for es for the current school year. The device's identifying
	Make / Model	:
	Serial No.:	
		f possession and use is limited to educational purposes and must

comply with all district policies and procedures. The school district is the owner of the \_\_\_\_\_\_ and is entitled to claim possession of the device at any time the administration deems appropriate. The student agrees to return the device on \_\_\_\_\_\_ or the student's last day of enrollment in the district, whichever is earlier.

The school district reserves the right to use tracking and other anti-theft software on the \_\_\_\_\_\_ to protect its ownership interests in the device. If the \_\_\_\_\_\_

\_\_\_\_\_\_ is stolen, the student/parent is responsible for filing a police report and notifying the technology director in writing within 48 hours of the theft. The student/parent must provide a copy of the police report to the technology director within 1 week of the theft. If this procedure is followed, the student/parent will not be financially responsible for the loss. If the \_\_\_\_\_\_ is lost or is not reported as outlined above, the student/parent will be financially responsible for the loss/theft.

Student/parent agree to be financially responsible for loss or damage to the device (except as noted above) in accordance with the following schedules:

Broken screen	\$
Broken keyboard	\$
Power adapter / cord	\$
Battery	\$
Re-image hard drive	\$
(due to improper	
use)	
Case	\$
Other	As determined by the district's IT department
Total loss of unit	\$

## Parent Section

I have read the foregoing agreement and agree to be bound by the terms of the agreement, including the financial terms outlined above. My student has permission to receive this equipment.

Parent Signature

Date

#### Warner Public Schools Internet Access Agreement (Students)

STUDENT SECTION:	
Student Full Name:	
School Site:	Grade:
Home Address:	
Home Phone No.:	

I have received a copy of the policy titled Acceptable Use of Internet and Electronic and Digital Communications Devices, including the attachment regarding cyber bullying, and a copy of the Student Handbook. I have read and agree to abide by their provisions. I understand that any violation of the policy or handbook provisions may result in disciplinary action including, but not limited to, suspension and/or revocation of network privileges and suspension from school.

Student Signature

Date

SPONSORING PARENT OR GUARDIAN SECTION (Required):

I have received a copy of the policy titled Acceptable Use of Internet and Electronic and Digital Communications Devices, including the attachment regarding cyber bullying, and a copy of the Student Handbook. I have read and discussed these provisions with my child. My child and I understand that any violation of the policy or handbook provisions may result in disciplinary action including, but not limited to, suspension and/or revocation of network privileges and suspension from school.

I understand that the school district has taken reasonable precautions to ensure that access to controversial material is limited to the extent possible, but I realize that it is not possible to guarantee that my child will never encounter objectionable material. I hereby release the school district from liability in the event that my child acquires inappropriate material through use of the district's technology resources, including the Internet.

I request that the district issue an account for my child and certify that the information contained on this form is correct.

Parent Signature

Date

Student Access Agreement must be renewed each academic year.

## Warner Public Schools Internet Access Agreement (Employees)

Employee Name:	
Position:	
School or Site:	
Home Address:	
Home Phone No.:	

I have received a copy of the policy titled Acceptable Use of Internet and Electronic and Digital Communications Devices. I have read and agree to abide by its provisions. I understand that any violation of the use provisions may result in disciplinary action including suspension and/or revocation of network privileges as well as any discipline allowed by law including termination of employment.

Employee Signature

Date

# Warner Public Schools Procedures for the Use of <u>Physical Restraint and Seclusion for Students with Disabilities</u>

These procedures2 provide information and guidance to employees to help them comply with the *Guidelines for Minimizing the Use of Physical Restraint for Students with Disabilities in Oklahoma* and the *Guidelines for Minimizing the Use of Seclusion for Students with Disabilities in Oklahoma* ("*Guidelines*"), as approved by the Oklahoma State Board of Education.

# <u>Purpose</u>

The purposes of these procedures are to help ensure that any use of physical restraint or seclusion for students with disabilities complies with the *Guidelines* and to reduce the use of physical restraint and seclusion at school.

Authorized Use of Seclusion and Restraint

- A. The district supports school-wide programs and services that motivate, teach and support positive behavior to create a school climate that is highly conducive to learning.
  - 1. The district expects each school to establish practices that have the goal of making the school climate and environment welcoming and supportive of learning and that promote the recognition and reinforcement of appropriate student behavior.
  - 2. The district expects that school staff will implement positive behavior interventions and supports, conduct functional behavioral assessments, develop behavior intervention plans and establish constructive methods to deescalate potentially dangerous situations.
  - 3. As to students with disabilities under the Individuals with Disabilities Education Act or Section 504/Title II, if district personnel anticipate that the student is likely to behave in a way that may be dangerous to the point of causing injury to another person, they should promptly seek parent consent to conduct a functional behavior assessment. After reviewing the assessment results, the student's IEP or 504 team should develop an appropriate behavior intervention plan, including a plan for teaching replacement behaviors.
- B. The district authorizes its employees to use physical restraint and seclusion for students with disabilities <u>only</u> as set forth in the *Guidelines*, and as further explained in these procedures.

<sup>2</sup> These procedures were developed in part from a document produced through funding by the Special Education Office of the Nebraska Department of Education and by U.S. Department of Education grant # HO27A080079. The document, "A Technical Assistance Document Nebraska Department of Education," was authored by Reece L. Peterson, Ph.D., University of Nebraska-Lincoln, June, 2010.

# **Definitions**

- A. Chemical Restraint. Use of a drug or medication to control behavior or restrict freedom of movement that is not prescribed by a licensed physician for standard treatment of the student's medical condition and administered for that purpose as prescribed.
- B. Crisis Intervention Training. Training provided to selected district employees that addresses how to deal with aggressive, violent or out of control behavioral emergencies. The training includes specific techniques for physical restraint and seclusion, the curriculum meets state standards for such training and the training results in certification of the individuals who complete the training. The district uses \_ as its system of crisis

intervention training.

- C. De-escalation. Causing a situation to become more controlled and calm and less dangerous, thus lessening the risk for harm to a person.
- D. Functional Behavior Assessment. Ongoing process of gathering information that can be used to hypothesize about the function of student behavior. The analysis provides the information necessary to develop a behavior intervention plan.
- E. Imminent. Immediate and impending.
- F. Imminent risk of harm. The immediate and impending threat of a person causing serious bodily injury to self or others.
- G. Mechanical restraint. Use of devices as a means of restricting a student's freedom of movement.

Child Safety Restraint Systems (CSRS) are not considered physical restraints under the *Guidelines*. Examples of CSRS include:

- adaptive and assistive devices used to support or secure students;
- mobility aids;
- special belts; and
- harnesses and devices.
- H. Physical restraint. Any method of one or more persons limiting or restricting another person's freedom of movement, physical activity, or normal access to his/her body. It is a means for managing that person's movement, reconstituting behavioral management and establishing and maintaining safety for the student, other students and staff. Physical restraint, for purposes of these procedures, does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purposes of inducing a student who is acting out to walk to a safe location.
- I. Prone physical restraint. A restraint that positions a student face down on his or her stomach or face up on the back. Prone physical restraints are prohibited.

- J. Seclusion. Involuntary confinement of a student alone in a room or area that the student is physically prevented from leaving. This includes situations where a door is locked as well as where the door is blocked by other objects or held by staff. Any time a student is involuntarily alone in a room and prevented from leaving is considered seclusion regardless of the intended purpose, the name applied to this procedure or the name of the place where the student is secluded.
- K. Seclusion room. A room or other confined area in which a student with a disability is placed in isolation from other persons from which the student is prevented from leaving. A seclusion room must meet specific criteria.
- L. Serious bodily injury. Bodily injury that involves -
  - a substantial risk of death;
  - extreme physical pain;
  - protracted and obvious disfigurement; or
  - protracted loss or impairment of the function of a bodily member, organ or mental faculty.
- M. Time out. A behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting and is implemented for the purpose of calming.

## Informing Parents, Generally

District personnel will post on the district website (1) the Guidelines for Minimizing the Use of Physical Restraint for Students with Disabilities in Oklahoma; (2) the Guidelines for Minimizing the Use of Seclusion for Students with Disabilities in Oklahoma and (3) the district's policies and procedures regarding the use of physical restraint and seclusion for students with disabilities.

## Conditions Governing Use of Physical Restraint

- A. District employees will use physical restraint for a student with a disability only under specific emergency circumstances <u>and</u> when the student is acting in a manner that presents an imminent risk of harm to the student or others. The student's actions must demonstrate the immediate and impending ability to cause serious bodily injury.
- B. District employees will use physical restraint for a student with a disability only as a last resort after other less restrictive methods of de-escalating the risk of injury have been attempted without success.
- C. Any physical restraint will last only as long as necessary to resolve the risk of danger or harm, usually a matter of minutes.
- D. The degree of physical restriction applied may not exceed what is necessary to protect the student or other persons from imminent bodily injury.
- E. District employees will use physical restraint for a student with a disability only if they hold a current certificate earned as the result of participation in first aid, CPR

and specific district-approved crisis intervention training in the use of physical restraint procedures. Each employee who directly participates in the physical restraint must have a current certificate covering all portions of the training. The crisis intervention training must include:

- conflict de-escalation;
- the crisis cycle and interventions at each stage;
- possible effects of physical restraint; and
- methods for monitoring a student's well-being during and following a restraint.
- F. District employees will conduct the physical restraint of a student with a disability in a manner consistent with the techniques prescribed in the district-approved crisis intervention training program.
- G. Mechanical and chemical restraints are prohibited.
- H. Prone physical restraint is prohibited.
- I. Any maneuver that places pressure or weight on the chest, sternum, lungs, diaphragm, neck, throat, or back is prohibited. Restraints that prevent a student from speaking or breathing are also prohibited.
- J. IEP and 504 teams may, but are not required to, address the use of physical restraint in student IEPs, 504 Plans and behavior intervention plans. If physical restraint is anticipated to be used for a student with a disability, the student must have in place an appropriate behavior intervention plan based upon current functional behavior assessment data.
- K. If possible, at least one adult who is not involved in the physical restraint should be present during the restraint as a witness. Students will not serve as witnesses.

## When Physical Restraint Cannot Or Should Not Be Used

A. District employees cannot use physical restraint of a student with a disability unless the student's actions present an imminent risk of harm to the student or another person.

A verbal threat or verbally aggressive behavior alone does not demonstrate an imminent risk of harm to a person.

B. Physical restraint will not be used for the purposes of discipline or as a punishment, to force compliance, as a convenience for staff or to prevent property damage.

Neither imminent nor actual destruction or damage to property demonstrates an imminent risk of harm to a person <u>unless</u> the act of destroying or damaging the property creates an imminent risk of harm to the student or another person.

C. Physical restraint should not be used when the known medical or physical condition of a student would make its use dangerous for that student (e.g., students with heart or circulatory conditions, asthma, etc.).

# Conditions Governing Use of Seclusion

- A. District employees will use seclusion for students with disabilities only under emergency circumstances and when the student is acting in a manner that presents an imminent risk of harm to the student or others, if the threat could be diminished if the student was in a secluded environment away from other students and staff.
- B. District employees will use seclusion only as a last resort after other methods of deescalating the risk of injury have been attempted without success. Seclusion will be used only when positive behavior intervention strategies and less restrictive measures appropriate to the behavior exhibited by the student and specified in the student's IEP, 504 Plan, or behavior intervention plan have been implemented, but have failed to de-escalate the risk of injury.
- C. District employees will seclude the student only as long as necessary to resolve the risk of danger or harm or while waiting for the arrival of law enforcement or crisis intervention personnel, such as when the student has possessed a weapon or committed a crime. Seclusion will be discontinued when the student's actions no longer pose an imminent risk of harm to the student or another person.
- D. District employees will use seclusion for a student with a disability only if they hold a current certificate earned as the result of participation in first aid, CPR and specific district-approved crisis intervention training in the use of seclusion procedures. Each employee who directly participates in the seclusion must have a current certificate covering all portions of the training. The crisis intervention training must include:
  - conflict de-escalation;
  - the crisis cycle and interventions at each stage;
  - possible effects of seclusion;
  - appropriate use of seclusion rooms; and
  - process and techniques for escorting a student to a seclusion room, placing a student in a seclusion room and supervising a student while in seclusion.
- E. District employees will use seclusion for students with disabilities only when the student can safely be transported to the seclusion environment in a manner consistent with the techniques prescribed in the district-approved crisis intervention training program.
- F. IEP and 504 teams may, but are not required, to address the use of seclusion in student IEPs, 504 Plans and behavior intervention plans. If seclusion is anticipated to be used for a student with a disability, the student must have in place an appropriate behavior intervention plan based upon current functional behavior assessment data.
- G. Time out procedures that do not constitute seclusion <u>are permitted</u> in the district.
- H. Seclusion may be used only if a district employee continuously monitors the student both visually and aurally.

- 1. Students will be permitted to use the restroom upon request and will be escorted to and from the restroom.
- 2. Students will be provided water to drink upon request.
- 3. District employees will take immediate action if the student displays any signs of medical distress.
- I. The site principal and a special education coordinator will inspect each seclusion room no less than annually for adherence to the following room requirements:
  - of reasonable size, permitting students to lie or sit down;
  - has adequate heating, cooling, ventilation and lighting systems that are comparable to those in other rooms throughout the same building;
  - has adequate lighting;
  - is free of any potential or predictable safety hazards that pose a potential risk of harm to the student;
  - permits direct continuous visual and auditory monitoring of the student; and
  - permits automatic release of any locking device if fire, severe weather, or other emergency arises in the school.

The site principal and special education coordinator will complete a district-provided form at least annually to reflect the results of their inspection.

J. If possible, at least one adult who is not involved in the seclusion incident should be present during the seclusion as a witness. Students will not serve as witnesses.

## When Seclusion Procedures Cannot Or Should Not Be Used

A. District employees cannot use seclusion for a student with a disability unless the student's actions present an imminent risk of harm to the student or another person.

A verbal threat or verbally aggressive behavior alone does not demonstrate an imminent risk of harm to a person.

- B. District employees cannot continue to use seclusion after the risk of danger or harm has passed <u>except</u> when waiting for the arrival of law enforcement or crisis intervention personnel when, for example, the student has possessed a weapon or has committed a crime.
- C. District employees will not use seclusion as discipline, as a punishment, to force compliance, or as a convenience for staff.
- D. District employees should not use seclusion when the student's known medical or physical condition would make the seclusion procedures dangerous for that student (e.g., student expressing suicidal thoughts, students with heart or circulatory conditions).
- E. Seclusion should not be used to manage student behavior.

# <u>Training</u>

- A. The district will provide appropriate basic training to employees about conflict deescalation procedures, the *Guidelines*, district policies and procedures regarding restraint and seclusion, and procedures for contacting fully trained and "certified" employees when behavioral emergencies occur.
- B. The district will determine on an ongoing basis a method of providing training related to physical restraint and seclusion that will meet any applicable state standards.
- C. A core group of appropriate personnel will be trained and "certified" in each building in crisis intervention techniques that will include the use of physical restraint and seclusion.

Recurrent training to maintain "certification" will be provided on a regular basis no less than annually to meet the requirements for the program used and applicable state standards.

## Reporting, Documentation and Debriefing Requirements

- A. Immediately after the student has regained emotional and behavioral control following the use of physical restraint and/or seclusion, a district employee shall attempt to determine if the student sustained any injury during the restraint or seclusion. It is preferable that an employee who was not involved in the incident make this determination.
- B. An employee involved with the physical restraint or seclusion will notify the building administrator immediately or, if the administrator is unavailable, as soon as possible following the incident.
- C. The building administrator or designee will verbally notify the parent immediately after the restraint or seclusion incident.
  - 1. The administrator or designee will also update the parent on the student's current physical and emotional state.
  - 2. The administrator or designee should be prepared to discuss strategies to assist the parent in dealing with any residual effects of the incident.
- D. The individuals involved with the incident shall complete the pre-debriefing meeting portions (approximately the first two pages) of OSDE Form #12 (for physical restraints) or OSDE Form #13 (for seclusions) before the debriefing meeting convenes.
  - 1. All employees involved in the incident will contribute to completion of the form.

- 2. Each incident in which physical restraint or seclusion is utilized will be documented on a separate form, describing the incident and behaviors that occurred.
- E. The building administrator or designee will promptly attempt to schedule a mutually agreeable date and time for a debriefing meeting with the parent. The debriefing meeting must be held within two school days following each physical restraint/seclusion incident and prior to any extended breaks from school. The purpose of the debriefing is to focus on alternatives to physical restraint/seclusion and how to avoid future use of physical restraint/seclusion, including antecedent events that led to the use of the physical restraint/seclusion.
  - 1. A Notification of Meeting form is not sent to the parent for a debriefing meeting. A debriefing meeting is not an IEP or 504 team meeting.
  - 2. If physical restraint or seclusion is used multiple times in one day with the same student, one debriefing meeting can be convened to address the multiple incidents, as long as each incident is addressed individually during the meeting.
- F. The following persons should attend the debriefing meeting:
  - all individuals involved in the incident;
  - a building administrator;
  - the parent of the child with a disability;
  - the child (if able to participate); and
  - the witness, if there was one, to the physical restraint/seclusion.
- G. The debriefing meeting will be held without the parent in attendance only if the parent is unable or unwilling to attend. All efforts to obtain the parent's participation in the debriefing meeting must be documented on the Record of Parent Contact. The administrator or designee should offer the parent as many different times to convene the meeting as possible and offer the parent the opportunity to participate via phone and in any other ways that may be possible under the circumstances. Even if the parent does not participate, school personnel must still convene and hold the debriefing meeting within two school days of the incident and prior to an extended break from school.
- H. At the debriefing meeting, the group will sign the Record of Access to Educational Records and complete and sign the debriefing meeting portion of OSDE Form #12 or OSDE Form #13. At the conclusion of the debriefing meeting, the building administrator or designee will provide the parent with a copy of all documentation concerning the physical restraint/seclusion incident, including OSDE Form #12 or OSDE #13. This will typically be done by handing the parent a copy or mailing a copy. If the parent is not present, the administrator or designee will promptly mail the parent a copy of the documentation.

A Written Notice to Parents form is not completed for a debriefing meeting, even if the parent does not attend the meeting.

- I. OSDE Form #12 and OSDE Form #13 contain space to record all information that is required to comply with the record-keeping requirements of the *Guidelines*.
- J. During the debriefing meeting, the group may determine that changes in the student's IEP, 504 Plan, or behavior intervention plan are necessary or seek parent consent for a functional behavior assessment. It is permissible to seek parent consent for a functional behavior assessment during the debriefing meeting. However, changing the student's IEP, 504 Plan, or behavior intervention plan requires action at an IEP or 504 team meeting. If district personnel are willing and the parent specifically agrees, the group may immediately convene an IEP or 504 team meeting as part of the debriefing meeting by giving the parent a completed Notification of Meeting form and then completing (in addition to OSDE Form #12 or OSDE Form #13) the necessary IEP or 504 paperwork, including a Written Notice to Parents form. District personnel must document the parent's agreement to the IEP or 504 team meeting on the Record of Parent Contacts and in any other appropriate places. If district personnel are unwilling or if the parent expresses discomfort or unwillingness to immediately convene an IEP or 504 team meeting as part of the debriefing meeting, then only a debriefing meeting will be held. If an IEP or 504 team meeting is necessary following the debriefing meeting, then district personnel will take the necessary steps to schedule the IEP or 504 meeting for a later date.
- K. Promptly after the debriefing meeting, the building administrator or designee will send a copy of the completed and signed OSDE Form #12 or OSDE Form #13 to the designated district administrator. The administrator or designee will also place a copy of the completed and signed OSDE Form #12 or #13 and all other documentation concerning the physical restraint/seclusion incident in the student's confidential folder.
- L. The building administrator or designee supervisor will provide support and/or assistance, including further training, to the employees involved in the physical restraint/seclusion incident.
- M. The student, with assistance from staff, will process the incident at the earliest appropriate time.

## Annual Review, Planning Process and Oversight

- A. A district administrator will be designated as the coordinator of data, planning and oversight of the use of physical restraint and seclusion procedures in the district.
- B. Any district employee who is aware of the inappropriate use of restraint or seclusion of any child with a disability must immediately notify the designated district administrator. The district administrator will promptly review and address any report of inappropriate use and any issue apparent from review of data.
- C. The district shall establish a committee or use a standing committee to conduct an annual review of individual and program-wide data associated with these procedures. Following this review, the committee shall make recommendations to the Director of Special Services concerning changes needed at the building and district levels to ensure compliance with the *Guidelines* and to fulfill the district's goal of reducing the use of physical restraint and seclusion.

## Warner Public Schools Consideration for Extended School Year Services

34 CFR § 300.309 Extended school year services.

(a) General.

(1) Each public agency shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.

(2) Extended school year services, must be provided only if a child's IEP team determines, on an individual basis, in accordance with §§ 300.340-300.350, that the services are necessary for the provision of FAPE to the child.

(3) In implementing the requirements of this section, a public agency may not -

(i) Limit extended school year services to particular categories of disability; or

(ii) Unilaterally limit the type, amount, or duration of those services.

(b) Definition. As used in this section, the term extended school year services means special education and related services that –

(1) Are provided to a child with a disability -

(i) Beyond the normal school year of the public agency;

(ii) In accordance with the child's IEP; and

(iii) At no cost to the parents of the child; and

(2) Meet the standards of the SEA.

The following information may be completed by the IEP team during the annual IEP review or any time the need for ESY services is being considered by the IEP team to ensure a free appropriate public education (FAPE). Documentation should be considered and maintained in the child's individual special education records.

1. List/explain skill areas and annual goals being considered:

2. Describe/explain the degree of the impairment:

 $\square$  Mild  $\square$  Moderate  $\square$  Severe

3. Degree of regression and the time necessary for recoupment of skills:

a. Documented degree of regression in the past (include source/basis):

b. Documented amount of time required for recoupment of skills in the past:

	c. Predicted degree of regression during interruption of child's educati program (such as school breaks):		
	d.	Predicted amount of time required for recoupment at the beginning of each school year if this child does not receive ESY services:	
4.	Descr	ibe the ability of the child's parents to provide educational structure at home:	
5.		nild's rate of progress, including information/data reviewed and comments on inual goals and progress:	
6.	Describe any behavioral problems:		
7.	Describe physical problems which the child has:		
8.	Availability of alternative resources for this child:		
9.		oility of the child to interact with nondisabled children, including comments on etermination for least restrictive environment:	
10.	Area(s	s) in curriculum which require continuous attention for the child:	

Child's vocational needs:		
Whether requested service(s) is "extraordinary" for this child's disability, as opposed to an integral part of a program for those with the child's disability:		
Yes 🗖 No 🗖		
Other relevant factors as determined by the IEP team:		

Additional information or comments:

The IEP team has determined ESY services are necessary for the provision of FAPE to this child.

\*Yes 🛛 No 🗖

\*The IEP annual goals and benchmarks or short-term objectives requiring ESY service(s) are determined by the IEP team in accordance with 34 CFR §§ 300.340 – 300.350. The type, amount and duration of ESY services will be determined by the IEP team on an individual basis and not based on particular categories of disability.

IEP TEAM MEMBERS PARTICIPATING IN REVIEW OF EXISTING DATA FOR ESY:

Parent(s)	Date
Student (as required)	Date
	Data
Special Education Teacher	Date
Regular Education Teacher	Date
Administrative Representative	Date
Related Service Provider(s) (as appropriate)	Date
Others (indicate name and title)	Date

#### Warner Public Schools <u>Acknowledgment of Handbook Receipt and Policy Access</u>

STUDENT SECTION:	
Student Full Name:	
School Site:	Grade:
Home Address:	
Home Phone No.:	

I have received a copy of the district's handbook. I understand that I can obtain another copy of the handbook from the school office. I also understand that I can access a full copy of all the district's policies, including those about discrimination and bullying, through the Principal's office and/or on the district website.

I agree to follow all my school's policies and procedures. I specifically agree not discriminate, harass, intimidate, or bully other students. I also specifically agree to use the school district's technology resources as outlined in my school's policies and procedures.

I understand that if I violate the rules in my school's policies or procedures I may receive consequences, including but not limited to suspension.

Student Signature

Date

SPONSORING PARENT OR GUARDIAN SECTION (Required):

My child and I received a copy of the district's handbook. I understand that I can obtain another copy of the handbook from the school office. I also understand that I can access a full copy of all the district's policies, including those about discrimination and bullying, through the principal's office and/or on the district website.

I specifically acknowledge receiving information about how to access information regarding the following topics: discrimination, harassment, intimidation, bullying, technology use, disability accommodations, FERPA, and filing a complaint/grievance.

I understand that my student may be disciplined, including but not limited to suspension, for failing to comply with district policies and procedures.

Parent Signature

Date

*This acknowledgment/agreement must be renewed each academic year.* 

#### Warner Public Schools Authorization to Release Information

In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the undersigned hereby authorizes the school district and \_\_\_\_\_\_

(name of instructor) to provide a letter of recommendation and/or an oral reference to the following individual(s) or organization(s):

I understand that a letter of recommendation or an oral reference may include the instructor's subjective evaluations of my abilities, my strengths and weaknesses, my work ethic, my motivation, and other personal characteristics, based on the instructor's observations of my activities and performance. I understand that such subjective evaluations are **not** protected by FERPA.

# I authorize the release of the following information protected by FERPA:

- Information on my district transcript, including courses taken, grades received, grade point average, and class rank;
- Information regarding my attendance;
- Any other information in my education records to which the instructor has had access, including quizzes, tests and examinations, research papers, and other academic work.

I understand the information may be released orally or in the form of a written letter, as preferred by the requester. This authorization will remain in effect from the date it is executed until revoked by me, in writing, and delivered to the instructor identified above.

I hereby

- □ waive
- do not waive

my right to review the recommendation letter or know the contents of any oral communication.

Student Signature

Date

Parent/Guardian Signature (if student is under 18)

Date

# Warner Public Schools Daily COVID-19 School Attendance Questionnaire

In an effort to prevent possible exposure of staff and students to COVID-19, you are requested to review the following questions each morning and PRIOR to your child riding a school bus or entering school.

- 1. Does your child have a fever of 100 degrees<sup>1</sup> or more?
- Is your child experiencing (a) a new loss of taste or smell, (b) nausea or vomiting, OR
   (c) diarrhea?
- 3. Is your child experiencing two or more of the following symptoms of COVID-19?
  - Chills
  - Cough
  - Fatigue
  - Muscle or body aches
  - Headache
  - Sore throat
  - Congestion or runny nose
  - 1.
- 4. Is your child experiencing **ANY** of the **Emergency Warning Symptoms** of COVID-19?
  - Shortness of breath or difficulty breathing
  - Persistent pain or pressure in the chest
  - New confusion
  - Inability to wake or stay awake
  - Bluish lips or face
- 5. Has your child had, or do you think your child has, COVID-19?
- 2.
- 6. Has your child tested positive for COVID-19?
- 7. Has your child been around a person with COVID-19?

If the answer to any of these questions is "YES," **YOUR CHILD SHOULD REMAIN AT HOME** and you should contact the attendance clerk at your child's school by phone or email. Students remaining home as a result of COVID-19 concerns will not be penalized regarding absences. Assignments, tests, or other school work can be made up by arrangement with teachers.

If your child is showing any of the **Emergency Warning Signs** listed in Question 4, **seek** emergency medical care immediately.

If your answer to Question 5, 6, OR 7 is "YES," please contact your physician and the NAME County Health Department (TELEPHONE NUMBER) for specific guidance on the criteria to be met before your child returns to school.

<sup>1</sup> This temperature is set per the OSDE *Return to Learn Oklahoma*, June 2020.

By sending your child to school, you are representing to the School District that the answer to each of these questions is "NO."

# Warner Public Schools Application for Paid Sick Leave Pursuant to the Emergency Family and Medical Leave Expansion Act (EFMLEA)

Name:			Date:
Address:			
Phone #:			Email:
Position:			Site:
Anticipated Begin Date of Leave:			
Expected Return to Work Date:			

The Emergency Family and Medical Leave Expansion Act provides for up to 12 weeks of job-protected leave for an employee, employed by the District for at least 30 calendar days. To qualify for this job-protected leave, you must be unable to work (or telework) due to a need for leave to care for a son or daughter, <u>under 18 years of age or older but incapable of self-care because of a physical or mental disability</u>, if the child's school or care provider is unavailable due to a public health emergency. **NOTE: the EFMLEA expands the reasons for which family and medical leave is available but does not provide additional family and medical leave in excess of the 12 weeks available under traditional FMLA. If you have used any or all of your entitlement to FMLA leave during the designated period this may affect your entitlement to emergency family and medical leave.** 

Name of child(ren):

Age of the child(ren):

(If under 18 years of age or older but incapable of self-care because of a physical or mental disability)

Relationship of child(ren) to you:

School or child care provider which has either closed or become unavailable:

By signing this form I certify that:

- no other suitable person is available to care for the child(ren), identified above, during the period of leave requested;
- no other person will be providing care for the child(ren) during the period for which I am receiving family medical leave; and
- for any child(ren) identified above who is older than 14 years of age, special circumstances exist which require me to provide care during daylight hours.

<u>IF AVAILABLE</u> please submit with this completed form any documentation you may have at this time evidencing the closure for your child's school or child care facility.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

I certify that the information contained within this form is true and correct to the best of my knowledge. I authorize the District to obtain and verify any necessary information regarding my request. I understand that providing false information may result in corrective action up to, and including, termination of my employment or other penalties as permitted by law.

Employee's Signature

To be Completed by District Personnel

Request is:	□ Denied
Staff member:	
Date:	

# Warner Public Schools Application for Paid Sick Leave Pursuant to the Emergency Paid Sick Leave Act (EPSLA)

Name:	Date:
Address:	
Phone #:	Email:
Position:	Site:
Anticipated Begin Date of Leave:	
Expected Return to Work Date:	

The Emergency Paid Sick Leave Act provides paid sick leave to a district employee with a qualifying COVID-19 need *under certain specified circumstances* when an employee is unable to work or telework.

Pursuant to the Emergency Paid Sick Leave Act, I am unable to work or telework due the following circumstance(s) (**Please check below the circumstance(s) for which leave is being requested)**:

- \_\_\_\_ Employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19, (the "Coronavirus").
- \_\_\_\_ Employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- \_\_\_\_ Employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

Employee:

- Is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
  - <u>OR</u>
- Has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

Employee is caring for his or her <u>son or daughter</u>, (under the age of 18 years old or older but incapable of self-care because of a physical or mental disability), because the school or place of care of the son or daughter has

been closed, or because the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

Employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Name of health care provider who advised the employee to self-quarantine for COVID-19 reasons (if applicable):

Name of Federal, State or local authority which issued the quarantine or isolation order to which employee is subject (**if applicable**):

Please specify if the quarantine or isolation order was issued to you (employee).

If you are **<u>not</u>** the individual subject to the quarantine or isolation order, please list below the name and relationship to you of the person subject to the order:

If you have noted above as the reason for leave your care for a <u>son or daughter under the age</u> of 18 or older but incapable of self-care because of a physical or mental disability, please provide the following information:

Name of child(ren):

Age of the child(ren):

Relationship of child(ren) to you:

School or child care provider which has either closed or become unavailable:

By signing this form I certify that:

- no other suitable person is available to care for the child(ren), identified above, during the period of leave requested;
- no other person will be providing care for the child(ren) during the period for which I am receiving family medical leave; and
- for any child(ren) identified above who is older than 14 years of age, special circumstances exist which require me to provide care during daylight hours.

<u>IF AVAILABLE</u> please submit with this completed form any documentation you may have at this time supporting your request for leave which may include the following:

- Quarantine or isolation order
- Notice of closure for your child's school or child care facility
- Prescription record
- Physician's report

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

I certify that the information contained within this form is true and correct to the best of my knowledge. I authorize the District to obtain and verify any necessary information regarding my request. I understand that providing false information my result in corrective action up to, and including, termination of my employment or other penalties as permitted by law.

Employee's Signature

To be Completed by District Personnel

Request is:	□ Denied
Staff member:	 
Date:	