OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees - General* Adopted: May 9, 2019

HAZCOM PROGRAM

The board of education values the health and safety of its employees and students, and the district will comply with all state and federal laws regarding the presence of hazardous chemicals at school. The board expects all individuals to use non-hazardous materials at school when feasible, to follow established safety procedures at all times, and to promptly report any suspected violations of this commitment to the district's Superintendent.

The district's Superintendent will develop, implement and maintain a comprehensive HazCom Program for use throughout the district. All district employees are required to participate in appropriate training on the new HazCom Program.

Reference: 29 C.F.R. 1910.120

BLOODBORNE PATHOGEN EXPOSURE CONTROL PLAN

This plan delineates specific rules and procedures relating to protecting employees of the district from occupational exposure to bloodborne pathogens (e.g., Hepatitis B Virus ("HBV"), Human Immunodeficiency Virus ("HIV"), etc.) as required by law.

Employees who are occupationally exposed to bloodborne pathogens include those who are reasonably anticipated to have skin, eye, mucous membrane or parenteral contact with blood or other potentially infectious materials during the performance of their duties. Other infectious materials include: (1) the following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid and any body fluid that is visibly contaminated with blood or where it is difficult or impossible to differentiate between body fluids; (2) any unfixed tissue or organ from a human, living or dead; (3) HIV-containing cell or tissue culture, organ culture and HIV-or HBV-containing culture medium or other solutions; and blood, organs or tissues from experimental animals infected with HIV or HBV. Any exposure to feces, nasal secretions, breast milk, sputum, sweat, tears, urine, vomitus or saliva, which is not visibly contaminated with blood, does not routinely constitute a risk of transmission of HBV or HIV. Saliva, if injected through a human bite, may pose a risk of HBV transmission.

This Exposure Control Plan delineates rules and procedures to be followed by employees to comply with the OSHA Bloodborne Pathogens Regulation previously cited. Appendix A defines the terms used throughout this Plan.

Employee Exposure Determination

The likelihood of exposure to bloodborne pathogens among employees of the district varies among divisions and job classifications. Most job classifications within the district have no increased potential for occupational exposure to blood or potentially infectious materials as defined by the OSHA Bloodborne Pathogens Regulation.

Appendix B lists all district employee exposures to bloodborne pathogens by job classification and specific groups of occupational tasks. All potential exposures to blood and potentially infectious materials listed in the tasks shown in Appendix B are based upon risks incurred without the use of personal protective equipment. Based upon this analysis, the district has determined that the following groups of employees are likely to have occupational exposure to bloodborne pathogens: school nurse, custodians and coaches/P.E. instructors. These employees will receive the training and will be offered the Hepatitis B vaccinations as required by the OSHA Bloodborne Pathogens Regulation. The district will review this Exposure Control Plan and the exposure potential for specific jobs and occupational tasks shown in Appendix B annually or when new or modified tasks or procedures for job positions within the district alter potential occupational exposures.

Methods of Compliance with Regulation

Because some tasks present the potential for employee exposure to blood and other potentially infectious materials, a number of engineering and work-practice controls have been adopted to minimize such exposures. Universal precautions are observed throughout the district to prevent contact with potentially infectious materials. Employees should consider all body fluids as potentially infectious because it is often difficult to differentiate between body fluid types. Where occupational exposure exists despite compliance with engineering and work practice controls, the use of appropriate personal protective equipment is required, which varies with the specific work tasks involved.

Engineering controls, including handwashing facilities, are maintained and replaced appropriately to insure their effectiveness. Any employee who observes an ineffective or malfunctioning control item or equipment should take immediate appropriate action to replace, discontinue use of and/or seek repair of the item or equipment.

Handwashing

Handwashing by all exposed employees is required. The importance of handwashing as the primary prevention of contamination cannot be overemphasized. It is the single most important means of preventing the spread of infection. Handwashing facilities are interspersed throughout each school building.

All employees of the district who have routine occupational exposure are provided with antiseptic handcleaner for disinfection purposes when handwashing is not immediately feasible. However, handcleaners are not provided with the intent of substituting for handwashing. Employees should wash hands with soap and water as soon as possible following use of such antiseptic handcleaners. Employees are also required to wash their hands immediately after removing gloves or other personal protective equipment. Employees must insure that hands and any other skin which becomes contaminated with blood or other potentially infectious material are immediately washed with soap and water and that any mucous membrane exposed to blood or other potentially infectious material is flushed with water as soon as possible.

Protection of Food, Drink, Etc.

Eating, drinking, smoking, applying cosmetics or lip balm and handling contact lenses is prohibited in work areas of the district where any risk of occupational exposure exists. The storage of food and drink in refrigerators, freezers or cabinets or on shelves, countertops or benchtops where blood or other potentially infectious materials are present is also prohibited.

Personal Protective Equipment

The district provides appropriate personal protective equipment, including gloves, gowns and other appropriate devices, at no cost to any employee with occupational exposure. Appropriate personal protective equipment is that equipment which does not permit blood or other potentially infectious materials to pass through to the employee's work clothes, street clothes, skin, eyes, mouth or other mucous membranes under normal use and for the duration of time the protective equipment is in use.

All occupationally exposed employees of the district are required to use appropriate personal protective equipment. The only exception to this requirement allowed by the OSHA Bloodborne Pathogens Regulation might occur when the employee temporarily and briefly declines use of the equipment when "under rare and extraordinary circumstances, it [is] the employee's professional judgment that in the specific instance its use would have prevented the delivery of health care or public safety service or would have posed an increased risk to the safety of the worker or co-worker." When such a judgment is made, the circumstances will be investigated and documented to determine whether changes should be instituted to prevent future recurrence.

Personal protective equipment appropriate for the work tasks in each division are readily accessible at the work site for all employees. Cleaning and laundering of reusable personal protective equipment is provided by the district through an outside vendor. Contaminated laundry is disposed of in the appropriate biohazard laundry containers provided by that vendor. Disposable personal protective equipment (e.g., disposable gloves) are discarded in sealed plastic bags.

If a garment becomes penetrated by blood or other potentially infectious materials during the course of its use, it should be removed immediately, or as soon as feasible, and disposed of appropriately. All personal protective equipment must be removed prior to leaving the work area.

Gloves

Latex or vinyl gloves will be worn when it is reasonably anticipated that the employee will have hand contact with blood or other potentially infectious materials, mucous membranes or non-intact skin and when touching contaminated items or surfaces. Disposable (single use) gloves must be replaced as soon as practical when contaminated or when they are torn, punctured or their ability to function as a barrier is compromised. Disposable gloves are not to be washed or decontaminated for reuse.

Utility gloves, such as those used in housekeeping, sterilization and clean-up activities, may be decontaminated for reuse if the integrity of the glove is not compromised, but they must be discarded if they are cracked, torn, punctured or exhibit signs of deterioration. Hypoallergenic gloves or glove liners or powderless gloves are provided to employees who are allergic to the gloves normally provided. Employees with contact dermatitis caused by gloves may find protective skin creams helpful in preventing further irritation.

Protective Body Clothing

Appropriate body clothing must be worn in occupational exposure situations. The types and characteristics of the protective clothing depend upon the task and degree of exposure anticipated. The need for protective body clothing will be rare in the school environment.

Masks, Eye Protection and Face Shields

Because no employees engage in occupational activities in which splashes, spray, splatter or droplets of blood or other potentially infectious materials are likely to be generated and eye, nose or mouth contamination can be reasonably anticipated, masks, eye protection and face shields are not provided.

Housekeeping

Worksites which are subject to contamination by blood and other potentially infectious materials are maintained in clean and sanitary condition by the designated custodial staff who have cleanup responsibility. Appendix C presents the written cleaning and decontamination schedules for the nurse's office.

All equipment, environmental and working surfaces are cleaned and decontaminated after contact with blood or other potentially infectious materials upon completion of procedures and immediately, or as soon as feasible, when surfaces are overtly contaminated or following any spill of blood or other potentially infectious materials. All work surfaces are cleaned and decontaminated at the end of each workshift if the surfaces have become contaminated since the last cleaning. One or more of the following solutions are to be used in disinfection of work surfaces, countertops and equipment: commercially-prepared germicidal disinfectants; commercially prepared disinfectants with an isopropyl alcohol content of 40% to 70%; commercially-prepared disinfectants with a hydrogen peroxide content of 3%; or an individually-prepared solution of one part chlorine bleach to ten parts water. Cleaning and disinfection of floors and walls may be accomplished using commercial cleaning formulations containing quaternary ammonia.

Bins, pails, cans and other similar receptacles intended for re-use that have a potential for becoming contaminated with blood or other potentially infectious materials are inspected and decontaminated on a regular basis and immediately, or as soon as feasible, upon visible contamination.

Spill Cleanup

Spill cleanup requires the use of appropriate protective equipment including gloves, as appropriate. Spills are cleaned up by the individual responsible for the spill in most cases. Appendix D details specific procedures for biological spills cleaning and decontamination.

Broken glassware which may be contaminated is not picked up directly with the hands. Cleanup is affected using mechanical means such as a brush and dust pan. Contaminated broken glassware is discarded in sealed plastic bags.

Waste Disposal

Disposal of waste contaminated with blood or other potentially infectious materials is in sealed plastic bags with the district's other non-regulated waste.

Laundry

All contaminated laundry generated by exposed employees of the district is bagged or containerized at the location where it is used in appropriately labeled containers. Heavily soiled laundry is bagged in leak-proof plastic bags before being placed in laundry containers, if appropriate. The district contracts with an off-site commercial laundry company for laundry services. Laundry is not sorted, rinsed or processed in any other manner on site. Employees who have contact with contaminated laundry wear protective gloves and other appropriate personal protective equipment.

Hepatitis B Vaccination

Each district employee who has occupational exposure is offered the Hepatitis B vaccine series within ten (10) days of initial work assignment and after he or she has received the required training unless the employee has previously received the vaccination series, antibody testing has revealed immunity or the vaccination is contraindicated for medical reasons. The district will provide the health care professional responsible for the employee's Hepatitis B vaccination with a copy of the OSHA Bloodborne Pathogens Regulation. Vaccinations are performed by or under the supervision of a licensed physician or by or under the supervision of another licensed health care professional in accordance with U.S. Public Health Service recommendations during normal working hours, at a reasonable location and at no cost to the employee. Participation in a prescreening program is not a prerequisite for receiving the Hepatitis B vaccination. Employees who decline to accept the Hepatitis B vaccination are required to sign the declination statement included as Appendix E to this Plan.

Any employee who initially declines the Hepatitis B vaccination, but at a later date decides to accept the vaccination, is provided the vaccination at that time without cost. Any future recommended routine booster, dose or doses of Hepatitis vaccine recommended by the U.S. Public Health Service will also be provided to exposed employees without cost.
The Hepatitis B vaccination record or signed declination statement is maintained in each employee's confidential medical record in the office of the superintendent (see Recordkeeping-Medical Records).

Post-Exposure Evaluation and Follow-Up

All district employees who experience an occupational exposure incident will complete the Incident Report attached as Appendix F immediately after the exposure, or as soon thereafter as feasible.

Each exposed employee is provided a confidential medical evaluation and follow-up, including prophylaxis, at no cost to the employee, by a licensed health care professional of the district's choice. As part of the post-exposure evaluation and follow-up, the routes of exposure and the circumstances under which the incident occurred is documented, including identification and documentation of the source individual, unless infeasible or prohibited by law, and testing of the source individual's blood and the exposed employee's blood is completed, as soon as feasible and after consent is obtained. Completion of the Record of Occupational Exposure to Blood or Potentially Infectious Body Fluids included as Appendix G to this Plan satisfies the Regulation's documentation requirements.

The district will provide the licensed health care professional who evaluates the exposed employee with the following information: a copy of the OSHA Bloodborne Pathogens Regulation; a description of the exposed employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure occurred; results of the source individual's blood testing, if available; and all medical records relevant to the appropriate treatment of the employee, including vaccination status, that are the district's responsibility to maintain.

The licensed health care professional's written opinion of the post-exposure evaluation is to be provided to the employee within fifteen (15) days of completion of the evaluation and is to be limited to the following: whether Hepatitis B vaccination is indicated for the employee and if the employee has received such vaccination, that the employee has been informed of the results of the evaluation and that the employee has been told about any medical condition resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment. All other findings or diagnoses are to remain confidential and are not to be included in the written report.

Confidential medical records relating to post-exposure evaluation and follow-up are maintained in the office of the superintendent (see Recordkeeping -Medical Records).

Labels and Signs

To the extent required, the district uses red color coding and/or fluorescent orange or orange-red biohazard labels to mark all hazardous items. The standard biohazard label and symbol, as shown below, is used for this purpose. Items contaminated with blood or other potentially infectious body fluids which are color coded or posted with biohazard labels include the following: contaminated laundry.

Recordkeeping - Medical Records

Confidential medical records are kept on all district employees with occupational exposure to blood or other potentially infectious materials in the office of the superintendent. Each record includes the employee's name, Social Security number, Hepatitis B vaccination record (or declination form), copies of all results of examinations, medical testing and follow-up procedures relating to any exposure incidents and a copy of the health care professional's consultation and written opinion relating to any exposures.

All employee medical records are kept for the duration of employment plus thirty (30) years in accordance with the OSHA Bloodborne Pathogens Regulation.

Recordkeeping - Training Records

Records documenting the provision of information and training relating to occupational exposure to bloodborne pathogens are maintained for three (3) years from the date of training by the district's training coordinator. These records include the dates of training sessions, a summary of the training session, names and qualifications of the persons conducting the training sessions and the names and job titles of all persons attending the training sessions. An outline of the district's Bloodborne Pathogens Training Program is included as Appendix H to this Plan. A Training Record form is attached as Appendix I.

Information and Training

Information and training pertaining to bloodborne pathogens is provided to all district employees with occupational exposure without cost and during normal working hours. This 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. Routine training of new

employees is arranged on an as-needed basis through the district's training coordinator. Training is presented by qualified staff members.

Training material is appropriate in content and vocabulary to the educational level, literacy and language of employees. The training program is designed to fulfill the requirements for bloodborne pathogen training outlined in the OSHA Bloodborne Pathogens Regulation. A detailed outline of the training program is kept on file with the district's training coordinator.

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees - General* Adopted: May 9, 2019; Revised: September 11, 2023

DRUG AND ALCOHOL FREE WORKPLACE

In order to maintain a healthy educational and working environment in the district's schools, and to comply with the requirements of the Drug-Free Workplace Act of 1988 for purposes of receiving federal assistance, the board of education adopts the following policies and regulations:

1. Use, possession, dispensing, manufacture, sale, or distribution; or conspiring to sell, distribute, or possess; or being in the chain of sale or distribution; or being under the influence of a controlled substance, alcoholic beverage, or low-point beer (as defined by Oklahoma law, i.e., 3.2 beer) in any of the district's facilities, on district property (including vehicles) or at a district sponsored function or event by an employee is prohibited. Violation of this prohibition shall result in disciplinary action, which may include dismissal or nonrenewal of employment. Violations which constitute criminal acts will be referred for prosecution.

2. Employees who are engaged in the performance of work under the terms of a federal grant must, as a condition of their employment, notify a district administrator in writing of any drug conviction (including a plea of nolo contendere) for a violation of a criminal drug statute which occurred at a district workplace within five calendar days after the conviction. The conviction shall result in dismissal or nonrenewal, or a requirement that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law enforcement or other appropriate agency.

3. The conviction shall be reported in writing by the district's grant administrator to the relevant federal granting agency within 10 calendar days of the notification by the employee or other actual notice of the conviction.

4. This policy statement shall be included in the district's employee manual, and shall be distributed to all employees at the commencement of each school year.

5. The employee in-service training period prior to the commencement of each school year shall include a review and discussion of the dangers of drug and alcohol abuse in the workplace, the district's policy for a drug- and alcohol-free workplace, the penalties for violating the policy, and available sources of information, counseling, rehabilitation, and re-entry programs regarding drug and alcohol use.

6. In accordance with guidelines and criteria established by Oklahoma's State Superintendent of Public Instruction, the State Department of Education, and the Oklahoma Drug and Alcohol Abuse Policy Board, the district shall also provide training or workshops on alcohol and drug abuse. These trainings or workshops shall be completed the first year a certified teacher is employed by a school district, and then once every fifth academic year.

Reference: Drug Free Workplace Act of 1988; OKLA. STAT. tit. 70, § 1210.229-5.

TESTING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT (OTHER THAN BUS DRIVERS) WITH REGARD TO THE USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCES

The board, with the intent that all employees have notice and knowledge of the ramifications concerning alcohol and illegal chemical substance use, possession, purchase, sale or distribution when the employee is on duty or on school property, adopts the following policy on Testing Employees and Applicants for Employment (Other Than Bus Drivers) With Regard to the Use of Alcohol and Illegal Chemical Substances.

Statement of Purpose and Intent

1. The safety of students and employees of the school district is of paramount concern to the board.

2. An employee who is under the influence of alcohol or an illegal chemical substance when the employee is on duty or on school property poses serious safety risks to students and other employees.

3. The use of alcohol and illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.

4. Scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his job beyond the time period of immediate consumption or use.

5. The board recognizes that all employees have certain personal rights guaranteed by the Constitutions of the United States of America and the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act ("Act"), OKLA. STAT. tit. 40 § 551 et seq., as amended. This policy will not infringe on those rights.

6. Due to the devastating impact that the use of alcohol and illegal chemical substances can have on the safety of students and employees and their adverse effect on an employee's ability to perform the employee's job, the board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence (as defined in the policy) of alcohol or illegal chemical substances when on duty or while on school property.

7. This policy will apply to all employees of the school district regardless of position, title or seniority except bus drivers. The testing of bus drivers for alcohol or illegal chemical substances is exclusively governed by the school district's policy on Alcohol and Drug Testing for Drivers and the federal Omnibus Transportation Act of

1991. Bus drivers whose job assignment involves duties independent of bus driving shall be subject to this policy as to all non-bus driving duties.

8. Violations of this policy will subject the employee to disciplinary action, including, but not limited to, termination.

Definitions

1. "Applicant" means a person who has applied for a position with an employer and received a conditional offer of employment, or an existing employee seeking transfer or reassignment to a different position, or an existing employee who is being transferred or reassigned to a different position.

2. "Illegal chemical substance" means any substance which an individual may not sell, possess, use, distribute or purchase under either Federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose. By this policy, applicants and employees are placed on notice that the school district may test individuals for drugs and alcohol.

3. "Alcohol" means ethyl alcohol or ethanol.

4. "Under the influence" means any employee of the school district or applicant for employment with the school district who has any alcohol or illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites using any scientifically substantiated alcohol or drug use screen test and alcohol or drug use confirm test.

5. "Positive" when referring to an alcohol or drug use test administered under this policy means a toxicological test result which is considered to demonstrate the presence of alcohol or an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the alcohol or drug use test.

6. "School property" means any property owned, leased or rented by the school district, including but not limited to school buildings, parking lots and motor vehicles.

7. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test.

8. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the initial test.

In instances when a breathalyzer test is used, a confirmation test means a second sample test that confirms the prior result. Where a single use test is utilized, a confirmation test means a second test confirmed by a testing facility.

9. "Employee" means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group.

10. "On duty" means any time during which an employee is acting in an official capacity for the school district or performing tasks within the employee's job description, including the taking of an annual physical examination.

11. "Bus driver" means:

    A. a school district employee who is required to have a commercial drivers' license ("CDL") to perform the employee's duties;

    B. employees of independent contractors who are required to have a CDL;

    C. owner-operators;

    D. leased drivers; and

    E. occasional drivers.

12. "Direct Child Care" means the following:

    A. Administering to the needs of infants, toddlers, preschool-age children, and school-age children outside of school hours;

    B. By persons other than their parents, guardians, or custodians;

    C. For any part of the twenty-four-hour day;

    D. In a place other than a child's own home, except that an in-home aide provides child care in the child's own home.

13. To the extent not specifically defined herein, the definition of any term, word or phrase found in this policy shall be as set forth in the Act.

<u>Procedures for Alcohol or Illegal Chemical Substance Testing</u>

1. Any alcohol or drug use test administered under the terms of this policy will be administered by or at the direction of a testing facility licensed by the Oklahoma State Department of Health ("Department") and using scientifically validated toxicological methods that comply with rules promulgated by the Department.

Testing facilities shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of applicants and employees. The test sample shall be obtained in a manner which minimizes its intrusiveness.

In the case of urine samples, the samples must be collected in a restroom or other private facility behind a closed stall or as otherwise permitted by the Department or its board; a sample shall be collected in sufficient quantity for splitting into two (2) separate samples, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of a challenge of the test results of the main sample; the test monitor shall not observe any employee or applicant while the sample is being produced but the test monitor may be present outside the stall to listen for the normal sounds of urination in order to guard against tampered samples and to insure an accurate chain of custody; and the test monitor may verify the normal warmth and appearance of the sample. If at any time during the testing procedure the test monitor has reason to believe or suspect that an employee/applicant is tampering with the sample, the test monitor may stop the procedure and inform the test coordinator. The test monitor shall be of the same gender as the applicant/employee giving the sample.

The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to, list any medications he has taken or any other legitimate reasons for his having been in recent contact with alcohol or illegal chemical substances.

2. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by board rules. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.

3. If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by board rules.

4. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

5. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee asserts that the positive test results are caused by other than consumption of alcohol or an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test

result was produced by other than consumption of alcohol or an illegal chemical substance. The school district will rely on the opinion of the school district's testing facility which performed the tests in determining whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

In the case of drug use testing, the employee or applicant will have a right to have a second test performed on the same test sample at the expense of the employee or applicant. In the case of alcohol testing, the employee or applicant will have a right to have a second test performed on the same test sample using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by board rules. The request for the second test must be made within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of a positive test and subject to the approval by the school district's testing facility that (a) the facility selected by the applicant or employee for the second test meets the qualifications required for a testing facility under the Act and (b) the testing methodology used by the facility selected by the employee or applicant conforms to scientifically accepted analytical methods and procedures, including the cutoff levels, as determined by the State Board of Health. If the re-test reverses the findings of the challenged positive result, then the school district will reimburse the applicant or employee for the costs of the re-test. A proper chain of custody shall be maintained at all times in transmitting the sample to and from a second testing facility.

6. The school district may permit testing for drugs or alcohol by other methods reasonably calculated to detect the presence of drugs or alcohol, including but not limited to breathalyzer testing, testing by use of a single-use test device, known as onsite or quick testing devices, to collect, handle, store, and ship a sample collected for testing.

7. The testing facility reports and results of alcohol and drug use testing will be maintained on a confidential basis except as otherwise required by law. The laboratory performing alcohol or drug use tests for the school district will not report on or disclose to the school district any physical or mental condition affecting an employee or employment applicant which may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.

8. The records of all drug and alcohol test results and related information retained by the school district shall be the property of the school district unless:

   A. the information will be admissible evidence by an employer or employee in a court case or administrative agency hearing if either the employer or employee is a named party;

   B. the information is required to comply with a valid judicial or administrative order; or

   C. the school district's employees, agents or representative needs to access the records in the administration of the Act.

Employee Alcohol and Drug Use Test Requirements

The school district is authorized to conduct drug and alcohol testing in accordance with the Act. The school district has chosen to conduct drug or alcohol testing under the following circumstances:

1. *Applicant testing*: The school district will require an applicant, as defined above, to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire or grant a voluntary transfer/reassignment.

2. *For-cause testing*: The school district will require an employee to undergo drug or alcohol testing at any time the superintendent, or designee, reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

   A. drugs or alcohol on or about the employee's person or in the employee's vicinity,

   B. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,

   C. a report of drug or alcohol use while at work or on duty,

   D. information that an employee has tampered with drug or alcohol testing at any time,

   E. negative performance patterns, or

   F. excessive or unexplained absenteeism or tardiness.

3. *Post-accident testing*: The school district may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment. The school district may require post-accident drug or alcohol testing if there is a reasonable possibility that employee drug use could have contributed to the reported injury or illness. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuses to take a drug or alcohol test required by the employer, shall be eligible for such compensation;

4. *Random testing*: As determined appropriate by the board of education, the school district may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, except that the school district will require random testing only of employees who:

   A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or

B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics and those employees designated as "safety sensitive" pursuant to this policy.

5. *Scheduled, periodic testing*: The school district will require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence, of employees who:

A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or

B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics and those employees designated as "safety sensitive" pursuant to this policy.

6. *Post-rehabilitation testing*: The school district may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of Alcohol or Illegal Chemical Substance

Any employee who possesses, uses, distributes, purchases, sells or is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this policy, or who refuses to submit to an alcohol or drug test permitted under the Act will be subject to disciplinary action, including, but not limited to, termination.

Alcohol and Drug Use Tests of Applicants for Employment -- When Required

All applicants for employment will be required to submit to alcohol and/or drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified that alcohol and/or drug use testing will occur if they are offered a conditional offer of employment. Any applicant who refuses to submit to an alcohol or drug use test after a conditional offer of employment will not be hired.

Applicants Under the Influence of Alcohol or An Illegal Chemical Substance

Any applicant who is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance will not be hired.

Person Authorized to Order Alcohol or Drug Testing

The following persons have the authority to require alcohol or drug use testing of employees under this policy:

1. The superintendent;

2. Any employee designated for such purposes by the superintendent or board.

Release of Information

1. Upon written request, the applicant for employment or the employee will be provided, without charge, a copy of all information and records related to the individuals' testing. All test records and results will be confidential and kept in files separate from the employee or applicant's personnel records.

2. The school district shall not release such records to any person other than the applicant, employee or the school district's review officer unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the school district to release such records in order to comply with a valid judicial or administrative order.

3. The testing facility, of any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to the general health, pregnancy, or other physical or mental condition of the applicant or employee.

4. The testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon request.

5. This policy does not preclude the school district, when contracting with another employer, from sharing drug or alcohol testing results of any tested person who works pursuant to a contractual agreement.

Medical Marijuana

Pursuant to OKLA. STAT. tit. 63, § 420A *et. seq.*, unless failure to do so would cause the school district to imminently lose a monetary or licensing related benefit under federal law or regulations, the school district will not discriminate against an applicant in hiring or take employment action against an employee on the basis of the employee's or applicant's status as a medical marijuana license holder.

Additionally, the school district shall not refuse to hire, discipline, discharge, or otherwise penalize an applicant or employee solely on the basis of a positive test for marijuana components or metabolites unless:

1. The applicant or employee is not in possession of a valid medical marijuana license;

2. The licensee possesses, consumes or is under the influence of medical marijuana or medical marijuana product while at the place of employment or during the fulfillment of employment obligations; or

3. The position is one involving safety-sensitive job duties, as set out in this policy.

When permitted, adverse action pursuant to this policy may be taken against an employee or applicant for a positive drug test for marijuana components or metabolites.

As used in this section, a determination of whether an applicant or employee is "under the influence of medical marijuana or medical marijuana product" shall be based on the totality of circumstances. Circumstances that may contribute to a determination that the applicant or employee is under the influence may include, but are not limited to:

1. Observation of any of the conduct or phenomenon described below:

   A. the odor of marijuana on or around the individual;

   B. Disorganized thinking;

   C. Paranoia and/or confusion;

   D. Bloodshot eyes;

   E. Increased heart rate;

   F. Increased appetite; or

   G. Loss of Coordination and

2. Any circumstance that would permit the school district to engage in "for cause" drug or alcohol testing of the employee under this policy.

The district has determined that the following categories of jobs qualify as having safety sensitive job duties:

1. Police or peace officers, those employees with drug interdiction responsibilities, or who are authorized to carry firearms;

2. School Bus Mechanics;

3. Employees whose responsibilities require the driving a school vehicle;

4. School Nurses or Employees who are authorized to administer medicine to Students;

5. Employees whose responsibilities include direct patient care or direct child care; and

6. Teachers and Instructors responsible for the following courses: Driver's Education, Secondary Science and Agriculture Education.

<u>Notice of Policy</u>

This policy shall be given broad circulation to all employees of the school district which shall include prominent posting in the school district. Each employee shall be given a copy of this policy and each applicant shall be given a copy of this policy upon the tender of a conditional offer of employment. Delivery of the policy to applicants or employees may be accomplished in any of the following ways:

1. Hand-delivery of a paper copy of or changes to the policy:

2. Mailing a paper copy of the policy or changes to the policy through the U.S. Postal Service or a parcel delivery service to the last address given by the employee or applicant;

3. Electronically transmitting a copy of the policy through an email or by posting on the employer's website or intranet site; or

4. Posting a copy in a prominent employee access area.

The Standards for Workplace Drug and Alcohol Testing Act

This policy is subject to and supplemented by the Act. To the extent that any provision of this policy is in conflict with the Act, then the Act shall control. To the extent that this policy is silent as to any matter covered by the Act, then the Act shall control. This policy shall be interpreted by the board of education of the school district and its employees consistent with the Act.

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees - General* Adopted: May 9, 2019; Revised: August 13, 2019; September 11, 2023; September 8, 2025

ABUSE, NEGLECT, EXPLOITATION AND TRAFFICKING

Introduction

Under Oklahoma law, district employees have varying legal obligations to report abuse and neglect. The purpose of this policy is to provide directives and guidelines to assist district employees in fulfilling their legal responsibility.

Definitions

1. "Abuse and neglect" shall include, but is not limited to, the following:
   a. "Abuse" is defined as:
      i. harm or threatened harm to a child's health, safety, or welfare by a person responsible for the child's health safety or welfare, including but not limited to nonaccidental physical or mental injury, sexual abuse, or sexual exploitation. (10A OKLA. STAT. § 1-1-105);
      ii. willful or malicious harm or threatened harm or failure to protect from harm or threatened harm to the health, safety, or welfare of a child under eighteen (18) years of age by a person responsible for a child's health, safety, or welfare, or the act of willfully or maliciously injuring, torturing or maiming a child under eighteen (18) years of age by any person. (21 OKLA. STAT. § 843.5); or
      iii. the intentional infliction of physical pain, injury, or mental anguish or the deprivation of food, clothing, shelter, or medical care to an incapacitated person, partially incapacitated person, or a minor by a guardian or other person responsible for providing these services. (30 OKLA. STAT. § 1-111).

   b. "Neglect" is defined as any of the following:
      i. the failure or omission to provide any of the following:
         1. adequate nurturance and affection, food, clothing, shelter, sanitation, hygiene, or appropriate education,
         2. medical, dental, or behavioral health care,
         3. supervision or appropriate caretakers, or
         4. special care made necessary by the physical or mental condition of the child,
      ii. the failure or omission to protect a child from exposure to any of the following:
         1. the use, possession, sale, or manufacture of illegal drugs,
         2. illegal activities, or
         3. sexual acts or materials that are not age-appropriate;
      iii. abandonment. (10A Okla. Stat. § 1-1-105); or

iv. the failure to provide protection, adequate shelter or clothing; or the harming or threatening with harm through action or inaction by either another individual or through the person's own action or inaction because of a lack of awareness, incompetence, or incapacity, which has resulted or may result in physical or mental injury. (30 OKLA. STAT. § 1-111).

c. "Sexual abuse" is defined as behavior that includes but is not limited to rape, incest and lewd or indecent acts or proposals, made to a child, as defined by law, by a person responsible for the health, safety, or welfare of the child. (10A OKLA. STAT. § 1-1-105).

d. "Sexual exploitation" is defined as behavior that includes but is not limited to allowing, permitting, encouraging, or forcing a child to engage in prostitution, as defined by law, by any person eighteen (18) years of age or older or by a person responsible for the health, safety, or welfare of a child, or allowing, permitting, encouraging or engaging in the lewd, obscene or pornographic photographing, filming or depicting of a child in those acts by a person responsible for the health, safety, and welfare of the child (10A Okla. Stat. § 1-1-105).

e. "Contributing to the delinquency of a minor" is defined as behavior that knowingly or willfully causes, aids, abets or encourages a minor to be, to remain, or to become a delinquent child or a runaway child. (21 OKLA. STAT. § 856).

f. "Incest" is defined as marrying, committing adultery or fornicating with a person within the degrees of consanguinity within which marriages are by the laws of the state declared incestuous and void. (21 OKLA. STAT. § 885).

g. "Forcible Sodomy" is defined as sodomy committed:
   i. By a person over eighteen (18) years of age upon a person under sixteen (16) years of age;
   ii. Upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime;
   iii. With any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the victim or the person committing the crime;
   iv. By a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision of this state;
   v. Upon a person who is at least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system;

vi. Upon a person who is at the time unconscious of the nature of the act, and this fact should be known to the accused; or

vii. Upon a person where the person is intoxicated by a narcotic or anesthetic agent administered by or with the privity of the accused as a means of forcing the person to submit (21 OKLA. STAT. § 888).

h. "Maliciously, forcibly or fraudulently taking or enticing a child away" is defined as maliciously, forcibly or fraudulently taking or enticing away any child under the age of sixteen (16) years, with intent to detain or conceal such child from its parent, guardian or other person having the lawful charge of such child or to transport such child from the jurisdiction of this state or the United States without the consent of the person having lawful charge of such child. (21 OKLA. STAT. § 891).

i. "Soliciting or aiding a minor child to perform or showing, exhibiting, loaning or distributing obscene material or child pornography" is defined as:

i. Willfully and knowingly solicits or aids a minor child to perform any of the following actions:

1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;
2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child sexual abuse material; or
4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child sexual abuse material; or

ii. Shows, exhibits, loans, or distributes to a minor child any obscene material or child sexual abuse material for the purpose of inducing said minor to participate in:

1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;
2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child sexual abuse material; or

4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child sexual abuse material (21 Okla. Stat. § 1021).

j. "Procuring or causing the participation of any minor child in any child sexual abuse material or knowingly possessing, procuring or manufacturing child pornography" is defined as procuring or causing the participation of any minor under the age of eighteen (18) years in any child sexual abuse material or who knowingly possesses, procures, or manufactures, or causes to be sold or distributed any child sexual abuse material. (21 OKLA. STAT. § 1021.2).

k. "Permitting or consenting the participation of a minor child in any child pornography" is defined as a parent, guardian or individual having custody of a minor under the age of eighteen (18) years who knowingly permits or consents to the participation of a minor in any child pornography. (21 OKLA. STAT. § 1021.3).

l. "Facilitating, encouraging, offering or soliciting sexual conduct with a minor" is defined as facilitating, encouraging, offering or soliciting sexual conduct with a minor, or other individual the person believes to be a minor, by use of any technology, or engaging in any communication for sexual or prurient interest with any minor, or other individual the person believes to be a minor, by use of any technology. (21 OKLA. STAT. § 1040.13a).

m. "Offering or offering to secure a minor child for the purposes of prostitution or any other lewd or indecent act" is defined as:
   i. Offering, or offering to secure, a child under eighteen (18) years of age for the purpose of child sex trafficking, or for any other lewd or indecent act, or procure or offer to procure a child for, or a place for a child as an inmate in, a house of prostitution or other place where prostitution is practiced;
   ii. Receiving or offering or agreeing to receive any child under eighteen (18) years of age into any house, place, building, other structure, vehicle, trailer, or other conveyance for the purpose of child sex trafficking, lewdness, or assignation, or to permit any person to remain there for such purpose; or
   iii. Directing, taking, or transporting, or offering or agreeing to take or transport, or aid or assist in transporting, any child under eighteen (18) years of age to any house, place, building, other structure, vehicle, trailer, or other conveyance, or to any other person with knowledge or having reasonable cause to believe that the purpose of such directing, taking, or transporting is child sex trafficking, lewdness, or assignation. (21 OKLA. STAT. § 1087).

n. "Causing, inducing, persuading or encouraging a minor child to engage or continue to engage in prostitution" is defined as:
   i. By promise, threats, violence, or by any device or scheme, including but not limited to the use of any prohibited controlled dangerous substance causing, inducing, persuading, or encouraging a child under eighteen (18) years of age to engage or continue to engage in child sex trafficking

or to become or remain an inmate of a house of prostitution or other place where prostitution is practiced;

ii. Keeping, holding, detaining, restraining, or compelling against his or her will, any child under eighteen (18) years of age to engage in the practice of child sex trafficking or in a house of child sex trafficking or other place where prostitution is practiced or allowed; or

iii. Directly or indirectly keeping, holding, detaining, restraining, or compelling or attempting to keep, hold, detain, restrain, or compel a child under eighteen (18) years of age to engage in the practice of child sex trafficking or in a house of prostitution or any place where prostitution is practiced or allowed for the purpose of compelling such child to directly or indirectly pay, liquidate, or cancel any debt, dues, or obligations incurred, or said to have been incurred by such child. (21 OKLA. STAT. § 1088).

o. "Rape" is defined as sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:

i. Where the victim is under eighteen (18) years of age;

ii. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;

iii. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;

iv. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;

v. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;

vi. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;

vii. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision that exercises authority over the victim;

viii. Where the victim is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of a school system,

including employed and contracted school resource officers and security guards; or

ix. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (21 OKLA. STAT. § 1111).

q. "Rape by instrumentation" is defined as an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person. Provided further that one of the following circumstances exists:

i. where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or

ii. where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, consent shall not be an element of the crime; or

iii. where the victim is nineteen (19) years of age or younger and in the legal custody of a state agency, federal agency or tribal court and engages in conduct prohibited by this section of law with a foster parent or foster parent applicant;

iv. where the victim is a student at a secondary school, is concurrently enrolled at an institution of higher education, and engages in acts as defined above with a perpetrator who is an employee of the institution of higher education of which the student is enrolled (21 OKLA. STAT. § 1111.1).

r. "Making any oral, written or electronically or computer-generated lewd or indecent proposals to a minor child under the age of sixteen (16)" is defined as making any oral, written or electronically or computer-generated lewd or indecent proposal to any child under sixteen (16) years of age, or other individual the person believes to be a child under sixteen (16) years of age, for the child to have unlawful sexual relations or sexual intercourse with any person. (21 OKLA. STAT. § 1123).

s. "Exploitation" is defined as an unjust or improper use of the resources of an incapacitated person, a partially incapacitated person, or a minor for the profit or advantage, pecuniary or otherwise, of a person other than an incapacitated person, a partially incapacitated person, or a minor through the use of undue influence, coercion, harassment, duress, deception, false representation or false pretenses (30 OKLA. STAT. § 1-111).

t. "Child Trafficking" as defined below.

u. "Sexual battery" is considered child abuse and neglect when committed upon a person who is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or in the legal custody or supervision of any public or private elementary or secondary school, or technology center school, by a person who is eighteen (18) years of age or older and is an employee of a private school or public school system.

2. "Child Trafficking" includes, but is not limited to behavior that consists of the acceptance, solicitation, offer, payment or transfer of any compensation, in money, property or other thing of value, at any time, by any person in connection with the acquisition or transfer of the legal or physical custody or adoption of a minor child, except as ordered by the court or except as otherwise provided by Section 7505-3.2 of Title 10 of the Oklahoma Statutes. (21 OKLA. STAT. § 866).

3. A "person responsible for a child's health, safety or welfare" includes a parent, a legal guardian, a custodian, a foster parent, a person 18 years of age or older with whom the child's parent cohabitates or any other adult residing in the home of the child, an agent or employee of a public or private residential home, institution or facility, or an owner, operator or employee of a child care facility as defined by OKLA. STAT. tit. 10 § 402.

4. "Parent" refers to parents, guardians or others who have legal responsibilities for specific children.

Reporting Suspected Abuse, Neglect Exploitation or Trafficking

Any district employee having reasonable cause to believe that any student **under the age of eighteen (18) years** is **a victim of abuse, neglect or exploitation** shall immediately report this matter to:

(1) Oklahoma Department of Human Services ("DHS") through the hotline designated for this purpose (1-800-522-3511), AND

(2) local law enforcement.

Any district employee having reasonable cause to believe that any student **eighteen (18) years or older** is **a victim of abuse, neglect or exploitation** shall immediately report this matter to local law enforcement.

Additionally, any district employee must report **suspected child trafficking** to:

(1) Oklahoma Bureau of Narcotics and Dangerous Drugs Control ("OBNDDC") at 1-855-617-2288,

(2) DHS through the hotline designated for this purpose (1-800-522-3511), AND

(3) local law enforcement.

After a report is made to DHS or OBNDDC via the hotline, or to law enforcement, the reporting party will prepare a written report which contains the confirmation number of the report (if applicable), the date and time of the telephone contact, the name of the person to whom the district employee made the oral report, the names and addresses of the student, the parents, and any other responsible persons, the student's age, the nature and extent of injuries, any previous incidents, and any other helpful information. A copy of this report will be furnished to the principal or, if the reporter believes the principal is not an appropriate individual, to the superintendent.

Local law enforcement shall keep confidential and redact any information identifying the reporting district employee unless otherwise ordered by the court. A district employee with knowledge of a report made to DHS and/or local law enforcement shall not disclose information identifying the reporting district employee unless otherwise ordered by the court or as part of an investigation by local law enforcement or DHS.

Investigating Abuse, Neglect or Exploitation

At the request of appropriately identified investigators of DHS, OBNDDC or the district attorney's office or local law enforcement, the superintendent, principal or other school official shall permit the investigators access to the student about whom the agency received a report. The interview will be arranged in a manner that minimizes embarrassment to the student. The superintendent will not contact the parent, guardian or other person responsible for the student's health or welfare prior to or following the interview, unless permission for parent contact is provided by DHS, OBNDDC or the district attorney's office or law enforcement authorities. No district employee will be present during the interview.

Reports to Principal or Other School Officials

Suspected instances of abuse, neglect, exploitation or trafficking, whether the result of circumstances at home, school or at other locations, affects the student while he or she is at school or participating in school activities. Consequently, employees are required to report any suspicion of abuse, neglect, exploitation or trafficking by any individual, whether the identity is known or unknown, to the principal or other school official. This reporting obligation exists in all instances, including circumstances suggestive of this conduct at school or connected with school activities. Accordingly, this policy includes an obligation to notify the principal or other school official, if for any reason the employee has a reasonable belief that the principal should not be notified, in any instance involving suspected abuse, neglect, exploitation or trafficking of a student.

Immunity for Good Faith Reports

Oklahoma law provides that any district employee who in good faith and exercising due care makes a report to DHS or another appropriate law enforcement office, allows access to a student by persons authorized to investigate a report concerning the student or participates in any judicial proceeding resulting from a report, shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed.

Neither the board of education nor any district employee will discharge or in any manner discriminate or retaliate against the person who in good faith provides such reports or information, testifies, or is about to testify in any proceeding involving abuse, neglect,

exploitation, or trafficking, provided that the person did not perpetrate or inflict the abuse, neglect, exploitation or trafficking.

Information Concerning Abuse, Neglect or Exploitation

In any instance in which the district receives a report from DHS regarding any confirmed report of sexual abuse or severe physical abuse concerning the student, the superintendent will forward to a subsequent school in which the student enrolls all confirmed reports of sexual abuse and severe physical abuse received from DHS, and the superintendent will notify DHS of the student's new school and address, if known.

All information or documents generated or received by the district in regard to the matter are confidential and shall not be disclosed except to investigators of DHS, the district's attorneys, the district attorney's office, a subsequent district in which the student enrolls, a person designated to assist in the treatment of or with services provided to the student or other state or federal officials in connection with the performance of their official duties. The information or documents shall be maintained and transmitted by the district in the same manner as special education records. Such records shall be destroyed when the child reaches the age of 18.

Attestation

In addition, every district employee must annually sign an attestation form acknowledging his or her responsibility to report suspected child abuse or neglect.

Training on Child Abuse and Neglect

A program, which includes the following information, shall be completed the first year a certified teacher is employed by a school district, and then once every fifth academic year:

1. Training on recognition of child abuse and neglect;

2. Recognition of child sexual abuse;

3. Proper reporting of suspected abuse; and

4. Available resources.

Reference: 10A OKLA. STAT. §1-2-101 et seq.
30 OKLA. STAT. § 4-903
70 OKLA. STAT. § 1210.163
70 OKLA. STAT. § 6-194

EMPLOYEE SAFETY ASSURANCE PROGRAM (ESAP)

This document establishes the "Employee Safety Assurance Program" (ESAP) requirements for the district. It is the policy of the district to comply with the applicable regulations governing the safety of our employees and the protection of the environment. The minimum requirements for the district are set forth below.

Responsibility

It will be the responsibility of the superintendent to establish and maintain the appropriate policies, procedures, and practices to achieve and maintain compliance.

Minimum Requirements

1. "Employee Safety Assurance Program" (ESAP) training

   The district will be responsible for conducting training to a level necessary to satisfy legal requirements and to provide a safe environment for its employees. This training will be facilitated by the superintendent. The records of such training will include at a minimum:

   A. Date and time of training;

   B. Name of trainee;

   C. Name of trainer; and

   D. Outline of training content.

2. First Responder Safety Teams (FRST)

   The district will establish First Responder Safety Teams (FRST) to provide for the following conditions:

   A. Incipient fire response;

   B. Major fire response;

   C. Evacuation to the outside;

   D. Evacuation to designated shelter areas;

   E. First aid;

F. Hazard material incidents; and

G. Facility security following an incident.

A sufficient number of employees will be trained to ensure coverage at times of building occupancy.

3. Evacuation

The district will establish procedures for safe and orderly evacuation in the event of a hazardous situation:

A. Emergency routes must be identified;

B. Training on the procedures must be conducted and documented; and

C. Practice drills must be conducted at least annually. (The district will adhere to applicable local and state laws and policies.)

Special evacuation plans will be established for the needs of employees with mobility, visual, hearing impairment or other special needs.

4. Safety Data Sheets

The district will have Safety Data Sheets (SDS) for all materials used in its facilities. Employees will be required to read the SDS for any materials required for their jobs. Sufficient sets of SDS sheets will be maintained in an accessible location to allow their use as necessary.

5. Minimum Equipment Lists

The district will have an equipment list for the items required to respond to any hazards or incidents which may reasonably be anticipated in its workplace.

6. Protective Equipment

Where protective equipment is found to be required to protect employee safety, the use of the equipment will be mandatory as a condition of employment. Proper training will be provided and documented. Such equipment will be maintained in good condition and inspected on a regular basis. Any applicable OSHA requirements for such equipment will be followed.

7. Safety Auditing

The district will establish audit procedures to monitor the conditions of the workplace, equipment and compliance with their established procedures. Findings and corrective action will be documented. Checklists will be developed to facilitate these audits. Such audits will be accomplished as needed or required by law and/or policy.

8. Accident Investigation

Each accident resulting in an injury or hazardous condition will be analyzed to determine the root cause, and action will be taken to prevent recurrence. This analysis and action will be documented.

9. Government Agencies

It is the policy of the district to cooperate fully with any audits or investigations by governmental authorities.

10. Unsafe Condition Reporting Process

If any employee believes an unsafe condition is present, he/she should first report the condition to the superintendent. This action will be without prejudice to the employee.

Workplace Safety Training into Curriculum

In addition to the training regarding the Employee Safety Assurance Program, a district shall also require a program for seventh-grade through twelfth-grade teachers which shall emphasize the importance of incorporating workplace safety training into curriculum. This training shall be completed at a frequency as determined by the district's board of education.

Reference: OKLA. STAT. tit. 70, § 11-103.6j.

WORKERS' COMPENSATION

The district provides benefits established under the Oklahoma Workers' Compensation Act (Act) to all 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 as required by the Act.

Accrued and unused personal leave and sick leave benefits shall be paid as allowed by law to the injured employee in addition to workers' compensation benefits for temporary disability if the injured employee should so elect. The administration will make available an appropriate election form which every injured employee will be given as soon as possible after an on-the-job injury. No supplemental payment shall be made until such time as the employee returns the election form to the district. If the election for supplemental pay is made sick leave shall be used and exhausted before personal leave unless different instructions are directed by the employee, in writing, to the district.

CRIMINAL RECORDS SEARCHES

It shall be the policy of the district that it will obtain the results of a national criminal history record check, as defined by OKLA. STAT. tit. 74, §150.9, of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students. The results of any records search will be kept on file by the district.

National Felony Record Search of Prospective Employees

During the first interview with each employment applicant, school district will advise the applicant that:

1. The district requires an Oklahoma criminal and national criminal record check of every prospective employee as a condition of employment;

2. To enable the district to request the search and obtain the results, the applicant must complete and sign authorization and release form(s) provided by the district;

3. The district will only request a felony record search if the superintendent recommends employment of the applicant;

4. If the superintendent recommends employment of the applicant, the applicant must pay the search fee(s);

5. The district will reimburse the applicant for the search fee unless the search discloses a prior felony offense conviction;

6. If the superintendent recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the national criminal history record check and/or the Oklahoma criminal history record check;

7. The applicant, if placed on duty prior to receipt of the criminal history record check results, will be classified as a temporary employee until the district is notified that the search is clear of any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All criminal history record searches will be made in compliance with the Federal Fair Credit Reporting Act; and

8. The Board of Education shall not have the authority to permanently employ any person who does not have a criminal history record check on file with the district. No

person shall be permitted to perform work or render services to the district without such record check on file.

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

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

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

Felony Record Searches of Current Employees

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

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

Felony Record Searches of Substitutes

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

criminal history record check if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was last employed stating the teacher left in good standing and whether the teacher was the subject of any allegation of inappropriate behavior with a student. Similarly, any person seeking employment as a substitute who has been employed as a full-time teacher by school district for ten (10) or more consecutive years immediately preceding application for employment as a substitute and who left full-time employment with school district in good standing is not be required to have a national criminal history record check for as long as the person remains employed as a substitute for consecutive years by school district.

Felony Record Searches of Volunteers

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

Annual Search of Sex Offender and Violent Crime Offender Registries

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

Reference: OKLA. STAT. tit. 70, § 5-142; OKLA. STAT. tit. 74, § 150.9; OKLA. STAT. tit. 57, § 589.

[FOR APPLICANTS]

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 Oaks Mission 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___.

_____
Notary Public

My Commission expires:

_____
(SEAL)

[FOR CURRENT EMPLOYEES]

AUTHORIZATION AND RELEASE

This Authorization and Release is executed under penalty of perjury on the ___ day of _____ _____, 20___ by _____an employee ("Employee") with the Oaks Mission 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 non-

reemployment or dismissal. In any event, the board of education may accept Employee's resignation at any time within thirty (30) days after the date 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___.

_____
Notary Public

My Commission expires:

_____
(SEAL)

ASSAULT AND BATTERY INVOLVING SCHOOL DISTRICT EMPLOYEES

Any district employee upon whom an assault, battery, assault and battery, aggravated battery or aggravated assault and battery is committed while in the performance of any duties as a school employee shall immediately notify the superintendent. If the district employee seeks emergency medical treatment as a result of the incident, the employee may make the report after obtaining such treatment or through a designee. All such reports must state the name of the person who committed the offense, the person upon whom the offense was committed, the nature, context and extent of the offense, the date(s) and time(s) of the offense and any other information necessary to a full report and investigation of the matter. The report may be made orally or in writing. The superintendent or his/her designee will deliver a copy of this policy to the district employee upon receipt of the report. The superintendent will investigate the incident and take appropriate action based upon the results of that investigation. The district employee must cooperate in the investigation. The superintendent will notify the State Department of Education in writing of all such incidents for the previous year on July 1 of each year or the first business day thereafter if July 1 falls on a weekend or legal holiday. The superintendent's report must include a description of the incident and the final disposition of the incident.

The district will also refer appropriate incidents to law enforcement for investigation and prosecution. The district's decision to report or not to report a particular incident to law enforcement does not preclude the district employee from making a report to law enforcement. To the extent permitted by law, the district will share information and cooperate with law enforcement in the conduct of its investigation and in any subsequent prosecution.

No 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 district employee while in the performance of any duties unless such report or assistance was made in bad faith or with malicious purpose.

The district will post in a prominent place at each district site the following notice: "FELONY CHARGES MAY BE FILED AGAINST ANY PERSON(S) COMMITTING AN AGGRAVATED ASSAULT OR BATTERY UPON ANY SCHOOL DISTRICT EMPLOYEE."

For purposes of this policy, a "district employee" means a teacher or any duly appointed person employed by the district or employees of a firm contracting with the district for any purpose, including any personnel not directly related to the teaching process and members of the board of education during board meetings.

For purposes of this policy, the terms "assault," "battery" and "aggravated assault and battery" are defined as follows: 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.

FAMILY AND MEDICAL LEAVE

It is the policy of the district to comply fully with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and all its related revisions, including the National Defense Authorization Act (NDAA), collectively referred to in this policy as "FMLA." The district is a covered employer and, accordingly, will provide up to 12 workweeks of unpaid leave to eligible employees. This leave must run concurrently with any paid leave the eligible employee has available. Eligible employees may also be entitled to 14 additional workweeks of leave (26 workweeks total) for servicemember family leave.

Any employee utilizing FMLA leave is required to cooperate in matters of scheduling, providing prompt notice of the need to use leave and availability for return to work, completing paperwork, etc.

This policy is not intended to create any leave obligations for the district in addition to those provided under the FMLA. In the event any conflict exists between this policy and the FMLA, the FMLA will be the final authority.

Definitions

- "Eligible employees" are those employees who:
  - have been employed for at least one year by the district; and
  - worked at least 1,250 hours during the previous 12 month period; and
  - have requested leave for a reason covered by the FMLA; and
  - there are at least 50 employees within a 75 mile radius.

  Full-time instructional employees are deemed to have met the 1,250 hours of employment requirement if they worked full time during the prior year.

- A "child" means a biological, adopted, foster or step child, a legal ward, an individual with an in loco parentis relationship with the employee or military member, and adult children who are physically or mentally incapable of self-care.

- A "serious health condition" is one which requires either in-patient care or continuing treatment by a health care provider. This includes conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis or for more than just a few days. A "serious health condition" does not include short-term conditions for which treatment and recovery are very brief as such conditions would normally be covered by the district's sick leave policies.

- A "year" means a rolling 12-month period measured backward from the date an employee uses any leave.

- A "workweek" means the employee's usual or normal schedule (hours / days per week) prior to the start of FMLA leave.

- A "covered military member" (for purposes of active duty leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves and who has been called to active duty. Veterans receiving treatment or therapy, or those who are recuperating and were discharged or released for any reason other than dishonorable discharge within the 5 years preceding the employee's request for leave are also included in this definition.

- A "covered military member" (for purposes of servicemember family leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves who is undergoing treatment or therapy for a serious injury or illness incurred or exacerbated while on active duty.

- A "serious injury or illness" is an injury or illness incurred (or exacerbated) by the servicemember in the line of duty in the Armed Forces or National Guard and Reserves which:

    - may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or

    - resulted in the member receiving a VA Service Related Disability Rating of 50% or more; or

    - substantially impairs the veterans' ability to be gainful employed; or

    - resulted in the member's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

<u>Reasons for Leave</u>

All eligible employees who meet FMLA requirements may be granted leave as provided in this policy and required by law for the following reasons:

1. for the birth of a child and to care for such child, or placement for adoption or foster care of a child;

    - If both parents are employed by the district, the combined amount of FMLA leave cannot exceed 12 workweeks

2. to care for a spouse, child or parent with a serious health condition;

3. for a serious health condition of the employee that makes the employee unable to perform his or her job functions;

4. for covered active duty leave with one or more of the following exigencies:

- Short-notice deployment: employees can take up to 7 calendar days leave to address issues that arise from servicemembers' call or order to active duty seven calendar days or less prior to the date of deployment;

- Military events and related activities: employees can take leave to attend official ceremonies, programs, or events sponsored by the military that are related to servicemembers' active duty or call to active duty or attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to servicemembers' active duty or call to active duty;

- Childcare and school activities: employees can take leave to arrange alternative childcare, provide childcare on an urgent, immediate need (but not everyday) basis, enroll in or transfer a child to a new school or day care facility, or attend meetings with school or day care staff (such as parent-teacher conferences) due to servicemembers' active duty or call to active duty;

- Financial and legal arrangements: employees can take leave to make or update financial or legal arrangements to address servicemembers' absence while on active duty or call to active duty, such as executing powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, or obtaining military identification cards and to act as the servicemembers' representative before governmental agencies to obtain, arrange, or appeal military service benefits while servicemembers are on active duty or called to active duty and for 90 days following termination of active duty status;

- Counseling: employees can take leave to attend counseling that is provided by someone other than a healthcare provider for servicemembers or their children for needs arising from servicemembers' active duty or call to active duty;

- Rest and recuperation: employees can take up to 15 days leave to spend time with servicemembers on short-term, temporary rest and recuperation leave during a period of deployment;

- Post-deployment activities: employees can take leave to attend arrival ceremonies, reintegration briefings and events and other official ceremony or program sponsored by the military that occurs within 90 days following termination of servicemembers' active duty status or to address issues arising from servicemembers' death while on active duty, including meeting and recovering the body and making funeral arrangements; and

- Additional activities: employees can take leave to address any other events that arise from servicemembers' active duty or call to active

duty when the district and employee agree that such leave qualifies as an exigency and agree upon the timing and duration of the leave.

5. for servicemember family caregiver leave, provided that the leave (when combined with other forms of FMLA leave) does not exceed 26 workweeks during a 12-month period;

6. for parental care leave to care for (including making arrangements for care, patient transfer and meetings with staff at a care facility) a parent-in- law who is unable to care for him/herself while the servicemember is on active duty.

Application for Leave

Employees who wish to utilize FMLA leave must submit an application for leave (with all required supporting documentation) on the forms available through the superintendent's office (the district will utilize all required forms as provided by the US Department of Labor. The forms are available at http://www.dol.gov/whd/fmla/index.htm#Forms). The district requests that, when practical, FMLA requests be submitted at least 30 days prior to the use of the leave. In emergency circumstances, the district may provisionally place an employee on FMLA leave if conditions appear to warrant such action. The employee is ultimately responsible for completing the necessary paperwork to finalize the use of FMLA leave at least 15 days in advance.

Medical Documentation (for Leave Related to a Serious Medical Condition)

In addition to all medical documentation required pursuant to the FMLA, the district may, in its sole discretion and at its own expense, require a second opinion related to the need for FMLA leave. If the first and second opinions differ regarding the need for FMLA leave, the district and the employee shall mutually agree upon a provider to conduct a third opinion of the employee's need for leave. The cost of this third opinion will be paid for by the employer.

The district may also require supplemental certifications of the employee's continuing need for leave. These certifications may not be more than one time per month unless the employee requests an extension of leave, changes circumstances regarding the illness or injury, or the district receives information that casts doubt on the validity of an existing certification.

In the event an employee wishes to request an extension of leave, such request must be promptly submitted to his/her supervisor with supporting documentation from the health care provider regarding the reason for the extension. The extension is only available as long as the employee does not exceed the maximum leave permitted by the FMLA.

Right to Conduct Surveillance

In an effort to combat misuse of leave permitted by the FMLA, an employee may be surveilled to determine if the employee is not using the FMLA leave for the purpose for which it was granted. The district may conduct non-workplace (off-site) surveillance of an employee based on an honest belief or suspicion that the employee is misusing the FMLA leave granted. If the employee is found to be misusing the FMLA leave, the employee will be subject to all disciplinary action allowed by law, including but not limited to dismissal or

nonrenewal. Circumstances which may give rise to an honest belief or suspicion of FMLA leave misuse include, but are not limited to, an employee providing inconsistent reasons for the FMLA leave, an employee engaging in a suspicious pattern of absences over a short period of time, verifiable information from co-workers evidencing misuse by an employee and significant changes in the frequency or duration of an employee's absences.

Intermittent Leave Or Leave On A Reduced Leave Schedule

Eligible employees may request to use their available leave on an intermittent basis by following the same application and certification process as described above and under the following conditions:

- intermittent leave in connection with the arrival of a new child must be approved by the district;
- employees must coordinate the intermittent leave with their supervisor to attempt to reduce the negative impact of the leave on school operations;
- the district reserves the right to transfer the employee to a position better suited to intermittent leave;
- if an instructional employee will be absent more than 20% of the total working days in the period in which the leave will be used, the district may require the employee to either:
    - take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or
    - be transferred to an alternative position.

Leave Taken Near the End of an Academic Term

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

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

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

The Effect of Leave on Benefits

During a period of FMLA leave, an employee will be retained on the district's medical insurance plan under the same conditions that applied before leave began, including making any payments the employee previously made. An employee's failure to timely pay his/her share of the medical premium may result in loss of coverage. The employee is required to pay all of the premiums for any other type of insurance coverage which may exist.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the district for payment of health insurance premiums during the FMLA leave, unless the reason for the failure to return to work are due to circumstances beyond the employee's control.

Employees do not accrue or lose any seniority or employment benefits during a period of FMLA leave.

Return to Work

Employees must update their supervisor regarding the intent to return to work, including providing all necessary releases and paperwork, at least 5 business days in advance of the expected return date.

Although the district cannot guarantee that an employee will be returned to his/her original position, employees will generally be restored to an equivalent position and employment conditions upon return from FMLA leave. Highly compensated employees are those individuals who are salaried and are among the highest paid 10% of the employees employed within 75 miles of the employee's worksite. A highly compensated employee may not be returned to work if it is necessary to prevent substantial and grievous economic injury to the operations of the district. The district will make all determinations regarding job duties upon an employee's return from FMLA leave.

Failure to Return from Leave

Employees who fail to return to work when scheduled (absent an approved extension) are subject to immediate termination for cause, subject to applicable due process hearing rights.

SICK LEAVE SHARING PROGRAM

Sick leave days may be donated from one District employee to another within the following guidelines:

1. Permission to receive donations will be granted only for a District employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment, as determined by the Board of Education.

2. For purposes of this policy, the following definitions apply:

   "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee.

   "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another, including foster children and legal wards, even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

   "Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

   "District employee" means a teacher or any full-time employee of the School District. Whether an employee is a "full-time employee of the School District" will be determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee.

3. The request for permission to receive donations must be in writing and may be presented to the Superintendent by the District employee or another employee (acting with the affected employee's permission) in his or her behalf. The superintendent will place the request on the agenda of the Board of Education. A District employee may be eligible to receive donations if the Board determines that the employee meets the criteria described in this policy and the employee has followed District policies regarding the use of sick leave. To allow the Board to determine whether the employee meets the criteria described in this policy, the employee must first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

4. A donee may not use any donated sick leave until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. The donee may use donated sick leave only for the purposes specified in this policy.

5. Donated sick leave will be paid at the daily rate of the donee, not the donor. The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances.

6. Donated sick leave not used by the donee during an occurrence as determined by the Board shall be returned to the donating employee. The donated sick leave remaining will be divided among the donors on a prorated basis based on its original donated value, returned at its original donor value and reinstated to the annual leave balance of each donor.

7. The maximum total number of days that may be received as donations by any employee is One Hundred (100) during his/her total District employment. An employee shall not be determined to be eligible for donations more than once during his or her term of employment by the District. Donations may be made only during the academic year (July 1 -June 30) in which the employee is determined to be eligible to receive donations.

8. An employee may donate only days that are earned and accumulated. The donor may donate any amount of sick leave provided the donation does not cause his or her sick leave balance to fall below ten (10) days' worth of sick leave, at the number of hours per day that constitutes full-time employment for that employee.

9. Any contribution of sick leave by one employee to another is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. Each contribution of sick leave must be confirmed in writing by the donor to the office of the superintendent.

FAIR LABOR STANDARDS ACT COMPLIANCE

The district will comply with all aspects of the Fair Labor Standards Act (FLSA). Any employee who has questions regarding overtime or believes that the FLSA is not being correctly followed should immediately report this to a district administrator.

The penalties for even inadvertent FLSA violations are severe. Any employee, regardless of position, who violates any aspect of this policy will be subject to disciplinary sanctions up to and including termination.

Employee Classification

Employees will be notified of their FLSA classification as a part of their job description, but any employee who believes that a misclassification has occurred must immediately notify his/her supervisor of the suspected error.

Exempt employees. Exempt employees are not entitled to overtime or comp time for working more than forty (40) hours in a workweek. Exempt employees generally include positions such as superintendents and assistant superintendents, principals and assistant principals, certified counselors and psychologists, technology directors, CPAs, RNs, librarians, and teachers.

Non-exempt employee. Non-exempt employees are entitled to overtime or comp time for working more than forty (40) hours in a workweek. Non-exempt employees generally include positions such as bus drivers, cafeteria workers and dieticians, custodians, maintenance employees, secretarial and clerical assistants, security personnel, and nurses who are not RNs.

Noncovered positions. Board members and volunteers are not covered by the FLSA. Due to FLSA regulations, non-exempt employees may only volunteer as a parent/grandparent/etc. in a role typically assigned to volunteers. Additionally, those volunteer services must be unrelated to the employee's compensated duties.

Multiple Assignments

Non-exempt employees are permitted to work multiple assignments as long as the combination of those assignments does not make it likely that the employee will work more than forty (40) hours per week. Non-exempt employees who work multiple positions at different hourly rates will be paid for authorized overtime at a blended rate.

Employment benefits for non-exempt employees will be granted based on the employee's primary position unless otherwise provided by law. The primary position is the position in which the employee works the most hours.

Exempt employees will not be employed in multiple positions if such employment would

jeopardize the employee's exempt status. Exempt employees may be assigned an extra duty (coaching, activity sponsor, etc.) and receive a stipend in accordance with the terms of an extra duty contract.

Time Keeping

Non-exempt employees are required to accurately track work hours in accordance with established district procedures. These employees must "clock in" and "clock out" within seven (7) minutes of their scheduled shifts. Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as "hours worked" if the time can effectively be used for the employee's own purposes.

Employees must contact their supervisors if they notice an error on their time records. Falsifying time records, including under-reporting hours worked, is strictly prohibited.

Required Pre-Authorization

No employee may work overtime without prior authorization. Supervisors are required to strictly enforce the district's prohibition on working unauthorized overtime.

Paying Overtime and Comp Time

The FLSA extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, the District will provide, within reasonable limits, compensatory time off. The calculation used to determine the amount of compensatory time available to a non-exempt employee is one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time received by an eligible employee extinguishes the employee's entitlement to monetary overtime compensation. Compensatory time off is subject to all of the conditions provided in this policy. The district's administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half for overtime hours worked shall apply in either instance. The district's policy and applicable procedures concerning compensatory time are more fully detailed below.

Prior Approval of Overtime Required

Except in the rare event of a bona fide emergency, overtime will not be allowed to any non-exempt support employee unless prior approval has been given, in writing, by the employee's supervisor or his/her designee. Non-exempt support employees working in excess of forty (40) hours per work week without prior written approval may be subject to appropriate disciplinary action, up to and including the possibility of dismissal.

Calculation of Compensatory Time

If a non-exempt support employee is properly assigned to work more than forty (40) hours in a work week, the district may provide compensatory time ("comp time") off in lieu of monetary overtime compensation at a rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. It shall be the responsibility of the employee and the employee's supervisor to maintain accurate

records of all comp time accrued. All overtime recorded to be accrued as comp time must be initialed by the employee and the immediate supervisor or his or her designee by the end of the week following the week in which the overtime is worked.

Scheduling Use of Compensatory Time

Any non-exempt employee who has accrued comp time and who requests the use of the comp time shall be permitted to use the comp time within a reasonable period, after making the request, as long as use of the comp time does not unduly disrupt district operations. Supervisors are encouraged to limit the accumulation of comp time to eight (8) hours per pay period, but special circumstances may justify a greater accumulation. All requests to use comp time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for the comp time to be used. If no agreement can be reached, then a meeting will be conducted with the superintendent or designee to schedule a date for the comp time to be taken. The district, at its sole option, may require an employee to use accrued comp time at certain times.

Maximum Accrual of Time

Employees may accrue up to 240 hours of comp time if they qualify for comp time and the employee followed the proper pre-approval procedures before working comp time. (Because comp time is accumulated at time and one-half, this is 160 hours of actual overtime work.) Employees who work in a public safety activity, emergency response activity, or seasonal activity may accumulate up to 480 hours of comp time (320 actual overtime hours).

When Hours are Not Considered Work Hours

Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as ''hours worked'' if the time can effectively be used for the employee's own purpose.

Payment for Comp Time Upon End of Employment

Any non-exempt support employee whose employment with the district terminates and who has accrued but not used comp time shall be paid at his or her regular hourly or salary rate in effect at the time the employee receives the payment. The District reserves the right, at any time, to substitute a cash payment, in whole or in part, for comp time.

Notice of Policy to Non-Exempt Employees

A copy of this policy will be provided to all of the district's non-exempt employees along with a compensatory time agreement that employees will sign and that the employee's supervisor will sign. The agreement, unless withdrawn by the district, will remain in effect while the employee works for the district. This compensatory time off policy shall be considered as a condition of employment for all non-exempt support employees of the district.

PROFESSIONAL CONDUCT BY STAFF

The board of education counts on staff to adhere at all times to recognized standards of professional conduct. Teachers, administrators, and support employees are role models and must exemplify ethical behavior in their relationships with students, patrons, and other staff members. The board expects staff to be mindful that they are professionals and their conduct, particularly in relation to students, patrons, and other staff, must be consistent with professional standards. Staff members must never engage in conduct which detracts from a safe, positive, or appropriate learning environment.

The board of education believes that all staff members have a responsibility and professional obligation to be familiar with and abide by the laws of Oklahoma, the policies of the board, and the administrative regulations designed to implement them – as they affect the employee's job and commitments to students and others.

The OSDE *Standards of Performance and Conduct* set forth standards for the professional conduct of teachers. The board, like the State Department of Education, requires teachers to adhere to this code. It expects its administrators also to adhere to requirements for administrators. In addition, the board approves specific ethical standards that must guide the conduct of all staff members.

Specific Responsibilities

Essential to the success of ongoing district operations and the instructional program are the following responsibilities, required of all personnel:

1. Support and enforcement of policies of the board and regulations of the administration in regard to students.
2. Concern and attention toward their own and the district's legal responsibilities for the safety and welfare of students, including the need to assure that students are reasonably supervised within the constraints presented.
3. Avoidance of exploitation of relationships with students, other staff members, or school district patrons.
4. Consistency and promptness in attendance at work.
5. Diligence in submitting required reports promptly at the times specified.
6. Care and protection of school district property.

Staff - Student Relationships

Exploitation of staff-student relationships is inconsistent with obligations owed to students. Commercial and business dealings between students and staff members are prohibited. A staff member may not use a teacher/administrator or similar relationship with a student for personal gain. Likewise, staff members may not use student property for personal use or

benefit. Staff members who suspect or recognize an inappropriate relationship between a student or staff member or observe inappropriate conduct toward or contact with a student are required to report this in writing to their supervisor, the superintendent, or other district official.

Exploitation of a Student

Exploitation of a student may result from an improper personal relationship encouraged by a teacher, administrator, or support employee. Staff members should be aware that gestures and physical conduct, even though innocent and properly motivated, may be misinterpreted by students or parents. Therefore, teachers, administrators, and support employees must avoid any conduct that might be characterized as evidencing an improper or unprofessional personal attachment toward a student. Sponsors or chaperones shall not sleep in the same rooms with students on overnight activity trips unless the sponsor or chaperone is the parent or legal guardian of the student. Likewise, instructors, sponsors or chaperones shall not accompany a single student on a trip or activity unless written approval is received from parents or legal guardian of the student and the superintendent or superintendent's designee. Sexual or romantic involvement with a student and sexual harassment by any employee, regardless of the student's age or the student's placement in or out of the teacher's class, is prohibited. School officials will seek criminal investigation and prosecution of any employee suspected of engaging in child exploitation.

Standards of Behavior

Staff is expected, in their capacity as role models, to establish an example of acceptable behavior for students in connection with classes and extracurricular activities. Teachers, administrators, and support employees must refrain from the use of vulgar or obscene language and conduct in the presence of students. Similarly, discussion with students of issues personal to the staff member, such as divorce, sexual issues, or similar highly personal subjects, is inappropriate. The use of alcohol by any staff member in the presence of students is prohibited. Likewise, the use of illegal or illicit drugs by employees, in or outside the presence of students, is prohibited and grounds for disciplinary action, including dismissal.

The district has adopted policies relating to employee and student use of wireless telecommunication devices and social networking sites and employees must adhere to these provisions.

Staff members are expected to refrain from comments or statements, even in jest, reflecting adversely on any person or group with reference to race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information. Racial, ethnic, or sexual slurs in the presence of students or during work or work related activities or programs constitute unprofessional conduct.

Exploitation by Supervisors of Subordinate Employees

The exploitation by supervisors of subordinate employees is improper and prohibited. In particular, any employee who supervises, directs, evaluates, or makes any employment recommendations with regard to any other employee (i.e. acts as a supervisor) is prohibited

from engaging in any commercial, business, romantic, sexual, or other similar type of personal relationship with any employee who is or may be subordinate to the supervisor.

Fiscal Management

It is imperative that sound fiscal management procedures be followed by staff to ensure maximum benefit for each dollar expended. Accordingly, misuse of school property and/or funds constitutes unacceptable behavior. Employees must adhere to accepted procedures of sound accounting, reporting, business, and purchasing practices.

Every employee of the district has the duty to abide by this professional conduct policy in all respects. Failure to do so may lead to disciplinary action including dismissal or non-renewal from employment, referral to law enforcement authorities for prosecution, or other action appropriate to the nature, gravity, and effect of the relationship on students, other staff members, or school operations.

CAMPAIGN ACTIVITIES DURING REGULAR SCHOOL DAY

The board of education recognizes and supports the right of its employees to be involved in political and union activities and to campaign for candidates and issues. However, the exercise of this right must not interfere with the educational process -- the delivery of educational services to the students of this school district. Campaign activities should not be conducted by employees on scheduled duty time and employees who are on duty should not be distracted from their duties by campaign activities conducted by employees who are not on duty. The board has determined that the following regulations are necessary to prevent such disruptions and to ensure that employees are properly performing their duties during the school day:

1. Employees may not engage in campaign activities during scheduled duty time.

2. "Campaign activities" include lobbying others for their support or contributions, circulating petitions, distributing literature, and planning or preparing for such activities. This includes activities undertaken individually or with other employees and any of which is done in regard to national, state, or local elections for offices or on referenda questions, including school board, millage levy, and bond issue elections, or in regard to elections for recognition or decertification of any employees' organization or for officers or any such organization.

3. "Scheduled duty time" means all times at which the employee is scheduled to engage in activities to fulfill his or her obligations under the employment contract, including but not limited to classroom instruction, lesson preparation, parent-teacher conferences, supervision of halls, classes, playgrounds, lunchrooms, or other areas, or of extracurricular activities; or in the case of non-professional staff, their assigned duties in the administrative, food service, transportation, maintenance, or other non-educational support area.

4. Campaign activities may be conducted outside of employees' scheduled duty time only in those areas of the school facilities which are set aside for employees' use during other than scheduled duty times.

5. Employees may not direct campaign activities toward other employees who are performing scheduled duties.

6. The use of threats, duress, coercion, or intimidation in campaign activities directed at other employees is prohibited and constitutes grounds for immediate disciplinary action, including dismissal.

7. School bulletin boards and mail boxes may not be used to post or distribute campaign materials.

8. Campaign materials may not be posted on school property. Items favoring one party or candidate, including buttons, hats, pins, t-shirts or other similar items, may not be worn by employees during the school day

9. Discussion of candidates, elections and other aspects of the political process must be conducted neutrally and for educational purposes only in accordance with planned lessons. Teachers are not permitted to disclose their political views or opinions to students.

10. Violation of this policy by any employee is grounds for disciplinary action, including but not limited to dismissal.

EMPLOYMENT OF FAMILY MEMBERS

Policy Statement:

The board of education concurs with and supports the public policy stated in Okla. Stat. tit. 70 §§ 5-113 and 113.1, limiting the employment of individuals related to members of the board of education. However, the Board recognizes that, as a school district with student membership under 5000) average daily membership, Oklahoma law permits the District to employ a person related to a board member within the second degree of affinity or consanguinity as a substitute teacher or as a temporary support employee.

If the District employs an individual who is related to a board member within the second degree of affinity or consanguinity, the member of the board of education who is related to the employee shall not attend or participate in any regular or executive session of the board held to consider any personnel matter or litigation relating to said employee. A member of the board that is related to an employee may vote on collective bargaining agreements that affect the said employee or the renewal of contracts as a group that include the said employee only if their vote is necessary to form a quorum of the board of education members. If more than one member of the board of education is related to an employee, only the minimum number of affected board members which are necessary to form a quorum shall be allowed to vote. In that case, the members who will form the quorum shall be (1) the member(s) who are not affected, and (2) the minimum number of affected member(s) whose terms of office are next set to expire who are required to form a quorum of the board.

EMPLOYMENT REFERENCES -- RELEASE OF INFORMATION REGARDING EMPLOYEES

The district will respond promptly and professionally to reference requests regarding current and former employees. The Superintendent is the district's representative authorized to handle all such responses.

Unless an appropriate written release is submitted, the Superintendent is only authorized to release public records related to employment, to confirm an employee's dates of employment, and identify the position(s) held by the employee.

If an appropriate written release is submitted, the Superintendent will provide whatever information is authorized.

ESSA Mandate Compliance

All district employees are required to comply with the Every Student Succeeds Act's requirements related to employment references.

No employee may assist a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual knew or has probable cause to believe, that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Reference: 40 OKLA. STAT. §61
20 USC §8546

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees* Adopted: May 9, 2019

PROFESSIONAL ORGANIZATION PAYROLL DEDUCTIONS

Any employee may request the District to make payroll deductions for either or both professional organization dues and political contributions. The District shall transmit deducted funds to the designated organization. Deductions shall be on a ten-month basis unless otherwise designated by the employee organization.

An employee may request in writing at any time for the District to immediately terminate or initiate payroll deductions to a professional organization. A written request expressly includes communications sent pursuant to email or facsimile. For administrative convenience, such notices should be given to:

Superintendent's Secretary
357 West Main Street
Oaks, OK 74359
Phone: 918-868-2499
Facsimile: 918-868-2707

After such request, the District will initiate or terminate deductions within five (5) business days or by the next pay period, whichever is earlier, and will notify the professional organization of the initiation or termination within fifteen (15) business days. If the request is to terminate a deduction, the District shall not make any advance payments to any professional organization of any future dues on behalf of the school employee.

This policy cannot be altered or changed by a negotiated agreement provision.

Violation of this policy will result in monetary penalties for the school district.

Reference: 70 O.S. § 5-139.

COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING EMPLOYEE LEAVE AND PAYROLL PROCEDURES

The board of education recognizes that the state or federal government may enact new laws and regulations that effect the District's leave policies for employees. The District will comply with such laws and regulations applicable to its employees.

To the greatest extent possible, the District will construe additional leave granted by a state or federal act to run concurrently with leave granted to employees under existing policies, procedures, and/or contracts. The District will implement any new mandated employee leave provisions consistent with any regulations or guidelines issued by the governing authority granting such leave.

Further, the District will comply with any state or federal laws applicable to the pay of its employees, including those applicable to the garnishment of wages.

When appropriate, the District will seek advice from local, state, or federal authorities and/or its legal counsel as to any obligations under newly issued laws and regulations.

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees General* Adopted: May 9, 2019

REPORTING THREATENING BEHAVIOR

Reports to Law Enforcement

All district officers, employees and school board members have a legal obligation under Oklahoma law to report to law enforcement verbal threats or acts of threatening behavior which reasonably have the potential to endanger students, school personnel or school property. Under this policy, "Threatening Behavior" means any verbal threat or threatening behavior, whether or not it is directed at another person, which indicates potential for future harm to students, school personnel or school property. If a District official, employee or school board member reasonably believes that a person has made a verbal threat or exhibited threatening behavior which has the potential to endanger students, school personnel or school property, and—given the immediacy of the behavior—it is reasonable to do so, the individual should first report the matter to school administration.

Reports to Principal or Other School Officials

Instances of verbal threats or acts of threatening behavior which reasonably have the potential to endanger students, school personnel or school property should also be reported to the principal or other school official. This reporting obligation exists in all instances, including conduct at school or connected with school activities and conduct that happens off of school property. Accordingly, all employees have an obligation to notify the principal or other school official, if for any reason the employee believes that verbal threats or acts of threatening behavior have been made which reasonably have the potential to endanger students, school personnel or school property.

Immunity for Good Faith Reports

Oklahoma law provides that any district employee who in good faith makes a report to an appropriate law enforcement office has immunity from civil liability and employment discipline that might otherwise be incurred or imposed if the employee reasonably believes a person is making verbal threats or exhibiting threatening behavior.

Reference: 70 OKLA. STAT. § 24-100.8

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees General* Adopted: October 8, 2020

TELEWORK DURING EXTENDED SCHOOL CLOSURE

THIS POLICY SHALL BE IN EFFECT WHEN DISTRICT SCHOOL SITES ARE CLOSED FOR AN EXTENDED PERIOD DUE TO EXIGENT CIRCUMSTANCES; THESE PROCEDURES WILL NOT BE USED WHEN THE DISTRICT IS OPEN FOR IN-PERSON INSTRUCTION.

The board of education, while preferring that all District employees perform their work duties at their Primary Work Locations, does recognize that under certain extenuating circumstances it may be necessary to require or authorize some District employees to work from an alternative work location.

The purpose of this policy is to ensure the District is able to effectively continue educating and serving its students when it is required to temporarily close District work sites for an extended period due to extenuating circumstances, including, but not limited to, pandemic health emergencies and closure orders from federal, state, or local authorities.

DEFINITIONS

- **District Work Location:** A location, either on or off District property, to which a Teleworking Employee must physically report to complete a task or work assignment by his/her supervisor.
- **On-Call:** A work assignment where the employee is considered "at work," though not physically present at his/her Primary Workplace, by being immediately available and accessible by electronic or telephonic means during the employee's regular work hours, including any other designated hours due to a staggered or alternate work schedule, and who is required to physically report to a District Work Location or the Teleworking Employee's Primary Workplace when directed by their supervisor.
- **Primary Workplace:** The Teleworking Employee's usual and customary workplace or work site.
- **Telework/Teleworking:** A flexible work arrangement in which the superintendent or designee directs or allows Teleworking Employees to perform their essential job functions at pre-approved Telework Locations in accordance with their same performance expectations.
- **Telework Employee(s)/Teleworking Employee(s):** District personnel who have been authorized by District administration to Telework during a Telework Event to produce an agreed upon work product and/or complete work-related duties. This includes support personnel who are working On-Call.
- **Telework Event:** A potentially recurring situation during which time designated employees may Telework in lieu of physically reporting to their Primary Workplace.
- **Telework Location:** A work site or space not owned or leased by the District, but which is an approved location from which Teleworking Employees may perform their assigned job functions, which can include an employee's home. A Telework Location is one which is safe, secure, free of undue distractions, adequately equipped to allow the Teleworking Employee to complete assigned work tasks and duties, and one

which allows the employee to be immediately available and accessible by electronic or telephonic communication means during regular work hours and any other assigned or designated hours (e.g., required office hours pursuant to any virtual or distance learning policy).

GENERALLY

In circumstances which necessitate extended cessation of in-person instruction and/or closure of some or all District work sites, the District considers Telework to be a viable alternative work arrangement for the delivery of instruction and services to students from designated certified employees and support staff. Therefore, under certain circumstances, the board of education (board) delegates authority to the superintendent or designee to designate employees, individually or collectively, who may or must Telework until further advised.

Teleworking, in part or whole, will continue as an acceptable work arrangement as long as, in the superintendent's sole discretion, such conditions continue to exist which necessitate the use of Teleworking as a means to deliver instruction and/or services to students. The superintendent will consider local, state and/or federal guidance related to the Telework Event when making this determination.

The decision of whether Telework is appropriate or required for a particular employment position is at the sole discretion of the superintendent. The superintendent or designee is authorized to establish any necessary guidelines or procedures to be used in identifying suitable work positions and employees who are eligible to Telework and may require any employee to Telework or not Telework. Teleworking arrangements may be discontinued at any time with reasonable advance notice.

Telework may be appropriate for some employment positions and employees; however, Teleworking is not an entitlement. Telework may be denied to certain employees at the sole discretion of the superintendent or designee, and any such denial is not appealable to the board. The superintendent's discretion under this policy shall, in compliance with federal and state antidiscrimination laws, be exercised in a non-discriminatory manner.

Notwithstanding the provisions above, if the assignment or denial of Telework to an employee effectively results in a demotion, suspension, or termination, this policy shall not prevent a qualified employee from exercising due process rights under the district's policies related to that demotion, suspension or termination.

Not all employees may be eligible for Teleworking. Employees who may not be eligible to Telework can include, but are not limited to, those employees that are identified as emergency personnel, members of critical infrastructure pursuant to any federal or state order, or employees whose physical presence at their Primary Workplace is essential to the performance of their duties (e.g., food service, maintenance, administrative personnel, etc.). If an employee is not eligible for Telework and the employee is unable to work during assigned hours, the employee may be required to take any available accrued leave, whether paid or unpaid, in compliance with relevant District leave policies, unless the employee is eligible for other state or federal leave benefits available at the time.

Neither this policy, nor the procedures outlined herein, are intended to and do not confer additional employment rights on any District employee, including the right to Telework or be assigned to a position that is eligible for Teleworking under this policy.

The board reserves discretion to overrule or modify the superintendent's decisions to permit, require, or terminate Telework under this policy.

TELEWORK LOCATION APPROVAL:

Any and all telework locations must be approved prior to the employee beginning telework assignments. It is the duty of the employee to provide the address of the telework location to the superintendent/designee and to receive written approval within a reasonable time frame prior to commencing telework. No employee shall commence telework without written prior approval of the telework location by the superintendent or designee. The requested telework location may be denied to employees at the sole discretion of the superintendent or designee. Telework out-of-state will not be approved due to the myriad tax, employment and other issues presented when employees seek to work in out-of-state locations.

If an employee wishes to work from an alternative location, other than the pre-approved location, the employee must give two weeks' notice to the superintendent/designee including the new address of the location and reason for the relocation. The employee must receive written approval prior to commencing telework in the new location.

All teleworking employees must be available to report to the district worksite location at all times during work hours unless a health consideration exists.

CONDITIONS OF TELEWORK

Employees may not Telework on a full-time, permanent basis. Teleworking Employees shall adhere to all applicable District policies and procedures, unless specifically preempted pursuant to this policy.

Employees who Telework via electronic means must be computer literate and have access to a pre-approved, appropriate Telework Location, along with the required computer and telecommunications resources necessary for completion of work responsibilities. District-owned software may be installed on a Telework Employee's personal computer equipment in compliance with and subject to applicable software license agreements and must be removed from the employee's personal electronic equipment upon direction by District Administration. In all cases, if an employee separates from the District for any reason, all District software must be removed from the employee's personal electronic equipment.

Employees must seek prior approval to remove district technology or equipment from the pre-approved telework location. Absent approval, teleworking employees may not remove district technology or equipment from the pre-approved telework location for any reason.
Teleworking Employees must be available by phone and email during their regularly-scheduled work hours and during any alternate or staggered schedule hours as necessary under the circumstances and assigned by the employee's supervisor (e.g., scheduled office hours pursuant to any virtual or distance learning policy). Attendance at the employee's Primary Workplace for mandatory on-site meetings, training sessions, or other official District business activities is required when scheduled by the District.

On-Call Employees must be immediately available and accessible by electronic or telephonic communication means during the employee's regular work hours, including any other designated hours due to a staggered or alternate work schedule, from their Telework Location and are required to physically report to a District Work Location or the Teleworking Employee's Primary Workplace when directed by their supervisor.

All District and professional standards of performance and conduct that apply in the employee's Primary Workplace continue to apply at Telework Locations. Furthermore, employees shall adhere to all District policies, rules, and regulations while Teleworking. Employees with questions as to how a specific policy or procedure will be effective in the Telework environment should contact their direct supervisor for guidance.

The District may, but is not required, to give the employee a list of directives regarding teleworking in relation to this policy. Any work-related injuries that occur while the employee is teleworking must be reported to the District.

IMPACT ON SALARY AND BENEFITS

Any change in salary and hourly pay or benefits will be done in accordance with Oklahoma law. Teleworking employees unable to Telework due to illness or other reasons should contact their supervisor in accordance with District leave policies.

TELEWORKING AS AN ADA ACCOMMODATION

This policy does not apply to employees who Telework as an accommodation under the Americans with Disabilities Act (ADA). Should the District determine that Teleworking is a reasonable accommodation under the ADA and does not impose an undue burden on the District, the District and employee shall follow the District's applicable ADA accommodations procedures and policies with respect to such accommodation.

Reference: 29 U.S.C. 201–209; 42 U.S.C. 12101 *et seq*., 28 C.F.R. pt. 35

FOSTER CARE PLAN

This plan addresses the requirements of the foster care provisions under Title I of the *Every Student Succeeds Act* (ESSA) that the district collaborates with Child Welfare Agencies and Tribal Child Welfare Agencies (CWAs) to ensure stability in education for children in foster care.

The district is committed to providing all students with educational experiences that are free from disruptions and recognizes that children in foster care often face barriers regarding enrollment, attendance, and school success. This policy is designed to promote stability for children in foster care so that they can continue their education without disruption, maintain meaningful relationships with peers and educators, and be ready to succeed in postsecondary education and careers.

This policy ensures that children in foster care have the same access to free, appropriate public education as other children and that students in foster care are not separated from the mainstream school environment because of foster care placement. This educational stability includes assurances that (1) a child in foster care will remain in the child's school of origin, unless a determination is made that it is not in the child's best interest in that school; and (2) if a determination is made that it is not in the child's best interest to remain in the school of origin, the child will be immediately enrolled in the school of residence, even if the child is unable to produce records normally required for enrollment.

School District Assurances

Each plan for ensuring the educational stability of a child in foster care will include the following assurances:

- Each placement of the child in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement;
- The state child welfare agency will coordinate with appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement;
- If it is not in the best interest of the child to return to the resident school, the child will immediately be provided appropriate enrollment in the district; and
- The district will gather and maintain educational records and promptly send them to any district to which the student moves.

Foster Care Child Liaison (POC)

The district will assign at least one person to serve as a Foster Care Child Liaison, or Point of Contact (POC). The POC may also be the homeless student coordinator. The name of this person will be annually submitted to the Oklahoma State Department of Education (OSDE)

through the online Grants Management System by September 30th. If additional staff members are needed to meet the requirements, the district will make assignments as necessary. The POC will work in the best interest of the child to ensure that all educational requirements are being met. The POC will have access to available training and materials to keep them informed of any changes to foster care laws. The POC will work closely with CWAs to:

- Coordinate with corresponding child welfare agencies on the implementation of Title I provisions,
- Lead the development of a process for making best interest determinations,
- Document best interest determinations,
- Facilitate transfer of records and immediate enrollment,
- Facilitate data sharing with child welfare agencies consistent with the *Family Educational Rights and Privacy Act* (FERPA) and other privacy protocols,
- Develop and coordinate local transportation procedures,
- Manage best interest determinations and transportation cost disputes,
- Ensure that children in foster care are enrolled in and regularly attend school, and
- Provide professional development and training to school staff on Title I provisions and the educational needs of children in foster care.

Decision-Making Process

To determine the appropriate placement of each child in foster care, a committee will meet that is comprised of the site administrator or representative, the POC, and a member of the CWA. In emergency circumstances, a CWA has the authority to make an immediate decision regarding a child's school placement, then consult with the district and revisit the best interest determination for the child. The determining factors that may be evaluated include the following:

- Proximity of the resource family home to the child's present school;
- Safety considerations;
- Age and grade level of the child as it relates to the other best interest factors;
- Needs of the child, including social adjustment and well-being;
- Child's performance, continuity of education, and engagement in the school where the child presently attends;
- Child's special educational programming if the child is classified;
- Point of time in the year;
- Child's permanency goal and likelihood of reunification;
- Anticipated duration of the placement;
- Preferences of the child;
- Preferences of the child's parent(s) or educational decision maker(s);
- The child's attachment to the school, including meaningful relationships with staff and peers;
- Placement of the child's sibling(s);
- Influence of the school climate on the child, including safety;
- Availability and quality of the services in the school to meet the child's educational and socioemotional needs;
- History of school transfers and how they have impacted the child;
- How the length of the commute would impact the child, based on the child's developmental stage;

- Whether the child is a student with a disability under the IDEA who is receiving special education and related services or a student with a disability under Section 504 who is receiving special education or related aids and services and, if so, the availability of those required services in a school other than the school of origin; and
- Whether the child is an EL and is receiving language services, and, if so, the availability of those required services in a school other than the school of origin.

* Transportation costs will not be considered when determining a child's best interests.

In the event of a disagreement regarding school placement of a child in foster care, the child welfare agency should be considered the final decision maker in making the best interest determination. The child welfare agency is uniquely positioned to assess vital non-educational factors such as safety, sibling placements, the child's permanency goal, and other components of the case plan. The child welfare agency also has the authority, capacity, and responsibility to collaborate with and gain information from multiple parties including parents, children, schools and the court in making these decisions.

Enrollment of Students

Foster care parents, social workers or other legal guardians will be allowed to immediately enroll children in the district. The district understands that all necessary paperwork (birth certificates, shot records, academic records, special education records, etc.) may not be immediately available and wants to provide a smooth transition for the student into the district. The district will contact the child's home school district for records and make adaptations as needed. After enrollment, the following guardianship or legal custody documents shall be provided for verification by the foster family or CWA:

- Power of attorney
- Affidavit
- Court Order

IDEA Students

Part B of the IDEA directs school districts to make a Free Appropriate Public Education (FAPE) available to all eligible children with disabilities in the Least Restrictive Environment (LRE). FAPE under the IDEA includes the provision of special education and related services at no cost to the parents in accordance with a properly developed Individualized Education Program (IEP). Each child's placement decision must be made by a group of knowledgeable persons.

The district will operate in accordance with all state and federal laws regarding special education students. Special education services will be provided to foster care students just as they are to all district students following the guidelines below:

- Educational placement will be determined annually and will be based on the child's IEP in accordance with the child's individual needs;
- The child will be placed in the least restrictive environment and, unless they require some other arrangements, will attend the school that he/she would attend if not disabled;
- Timely and expedited evaluations and eligibility determinations for highly mobile children with disabilities will be made when possible;

- Children in foster care will have access to related aids and services that are designed to meet their educational needs;
- Children will have access to comparable services including summer and extended school year services if applicable; and
- Children in foster care will not be discriminated against and are considered a protected group.

EL Students

The district will ensure that EL students in foster care will participate meaningfully and equally in educational programs by doing the following:

- Identifying and assessing all potential EL students in a timely, valid and reliable manner;
- Provide EL students with a language assistance program that is educationally sound and proven successful;
- Sufficiently staff and support the language assistance programs for EL students;
- Ensure that EL students have equal opportunities to meaningfully participate in all curricular and extracurricular activities;
- Avoid unnecessary segregation of EL students;
- Ensure that EL students with disabilities are evaluated in a timely and appropriate manner for special education and disability-related services and that their language needs are considered in these evaluations and delivery of services;
- Meet the needs of EL students who opt out of language assistance programs;
- Monitor and evaluate EL students in language assistance programs following federal guidelines;
- Continue to evaluate the effectiveness of school district language assistance programs and progress of each student; and
- Ensure meaningful communication with the parents of the students.

Transportation

The district will collaborate with the CWA to develop and implement clear written procedures governing how transportation is provided to maintain children in foster care in their schools of origin and will also work with the CWA to reach an agreement regarding transportation costs. The agreement will cover how transportation will be provided, arranged, and funded for the duration of the child's time in foster care. Each agreement can/will vary greatly because the needs of each child should be considered in making transportation decisions.

The regular transportation policies approved by the district will be followed in transporting foster care students. Drivers will be appropriately licensed, certified, and have required DMV and background checks. Various public school vehicles may be used to transport students depending on circumstances. Students who must be transported out-of-state will be approved by the school board as required by Oklahoma law.

Student Records

The district will share education records with the CWA as allowed by FERPA and the IDEA. This allows educational agencies to disclose educational records of students in foster care to State and Tribal agencies without parental consent.

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees General* Adopted: November 9, 2021; Revised: September 9, 2024

LACTATION POLICY

The purpose of this policy is to provide school district employees who are lactating with accommodations should they desire to express breast milk during the workday while separated from their newborn child.

The board of education shall provide any employee who is lactating reasonable paid break time each day to use a designated lactation room for the purpose of maintaining milk supply and comfort. The break time may run concurrently with any break time, paid or unpaid, already provided to the employee. If the break time is unpaid, the lactating employee must be completely relieved from duty.

The board shall make a reasonable effort to designate a private, secure and sanitary room or other location, other than a bathroom, where an employee can pump or express her milk or breastfeed her child. The designated area shall be a space where intrusion from co-workers, students and the public can be prevented, and one where an employee who is using this area can be shielded from view.

Contact Information

Any employee who has experienced gender-based harassment, discrimination, bullying, or similar misconduct, including discrimination based on a pregnancy-related condition, or has additional questions regarding the information contained in this policy should contact:

Jeff Collyge
High School Principal
Oaks Mission Public Schools
357 West Main
Oaks, OK 74359
(918) 868-2499 x1

Reference: 29 U.S.C. § 207(r); OKLA. STAT. tit. 70, § 5-149.3

PREGNANT WORKERS FAIRNESS ACT

The Pregnant Workers Fairness Act (PWFA) requires employers to provide reasonable accommodations to qualified applicants and employees for known conditions and limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions unless the accommodations will cause the employer an undue hardship. Unlike the Family and Medical Leave Act (FMLA) or paid maternity leave under state law, there is no waiting period for eligibility or hours worked requirement.

Requesting an Accommodation

Applicants/employees may request leave verbally or in writing by informing Human Resources, if available, their immediate supervisor, or, alternatively, the Superintendent or designee. Examples of reasonable accommodations may include, but are not limited to, longer or more flexible breaks, change in food and drink policies, workstation adaptation, dress code modification, work schedule changes, appointment leave, and light duty.

Documentation

Documentation from a health care provider may be requested, if reasonable, to confirm the physical or mental condition of the applicant/employee (e.g., back injury, swollen ankles, lifting restrictions, nausea, sensitivity to smells), confirm that the physical or mental condition is related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, and to describe the adjustment or change at work that is needed due to the limitation. Any medical documentation will be kept confidential.

Definitions

A "qualified applicant/employee" is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position. Under the PWFA, an applicant/employee is considered qualified even if they are unable to perform an essential function for a temporary period so long as it can be performed in the near future and the inability to perform the essential function can be reasonably accommodated.

"Known limitation" means a physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that the applicant/employee or applicant's/employee's representative has communicated to the District or of which the District should be aware given the circumstances.

"Undue hardship" means significant difficulty or expense. The District will consider the following factors when determining undue hardship:

- The nature and cost of the accommodation.
- The overall financial resources of the impacted campus and the District.

- Number of employees employed.
- Number, type, and location of campuses.
- The District's operations, including the composition, structure, and functions of staff, and the geographic separateness and administrative or fiscal relationship of the campus or campuses in question to the District.

Typically, it will not be an undue hardship to allow an employee:

- To carry and keep near water and drink.
- To take additional restroom breaks, as needed.
- To stand instead of sitting, or to sit instead of standing.
- To take breaks to eat and drink, as needed.

References: 42 U.S.C. § 1211, 42 U.S.C. § 2000gg