

1.00 BOARD OF EDUCATION

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1.01 Organization of the Board

The board of education is a legislative body, and consists of five (5) members elected by the school district electors. Members are elected to serve a term of five (5) years, or until such time as their successors are duly appointed or elected and are qualified as prescribed by law. Terms of office are staggered so that one member is elected annually. Any vacancy occurring will be filled by appointment by the board of education. Persons appointed in the first half of a term of office shall serve until the next election. Those appointed in the second half of a term of office shall serve the remainder of the term of office. 26 O.S. § 13A-110, S.L.O. § 717.

The board retains and reserves unto itself all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Constitution of the State of Oklahoma and state statutes, including those prescribed by section 70-5-117.

References: 26 O.S. § 13A-110
S.L.O. § 717

Member at large, originally zone 5, was changed to represent a zone as of 1992

Updated 1/26/2002

The name of the school, Oklahoma Northwest Area Vocational-Technical School District #10 was officially changed at the October 1, 2001 Regular Board Meeting of the board of education to Northwest Technology Center School District #10. HB 1214 (2002) allowed for this change.

Updated 2/3/2003

Updated 2/2/2004

Revised 12/7/2009

1.02 Retention and Delegation of Authority

The Board recognizes that although its authority under the Statutes of the State of Oklahoma is plenary as to the operation of the affairs of the school district, authority must be delegated to the district's administration to perform its duties and to carry on the day-to-day business of the district. The Board, therefore, retains full veto authority over all acts and omissions of any of its officers and employees, and directs the superintendent, in accord with the state and federal laws and regulations, and board policy, to administer this district's educational obligations as the Chief Executive Officer of the Board and Administrative Head of the district and to keep the Board fully informed; provided that hiring, firing, and the making of contracts shall be done only by the board of education after receiving the recommendation of the superintendent. Duties of the superintendent are as follows:

- A. The superintendent is the chief executive officer of the board of education and the Administrative Head of the district and shall be responsible for delegating such responsibilities and duties as the superintendent deems necessary to other employees of the district.
- B. The superintendent is responsible for the public relations program of the district.
- C. It is the duty of the superintendent to keep the board of education informed on the general school programs and the operation of the district.
- D. The superintendent will attend national and regional education conferences approved by the board of education
- E. The superintendent shall prepare an annual budget and present it to the Board for its approval. This budget should be completed for presentation at the first regular meeting of the Board following final acting of the county excise board.
- F. The superintendent shall prepare a school calendar for the school year and present it to the Board for its approval.
- G. The superintendent will present to the Board any employee-related matter that requires board action or knowledge, and will act as a liaison between employees and the board.
- H. The superintendent will establish administrative procedures and will determine all aspects of school operation that are not specifically addressed by board policy or directives.
- I. The superintendent shall be responsible for the preparation of job descriptions setting forth the duties of all other employees subject to the approval of the board of education.
- J. The board of education directs the superintendent to establish an annual Staff Development Plan.

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- K. The board delegates the authority to accept resignations to the Superintendent.
- L. The Board of Education hereby grants approval to the Superintendent to provisionally employ certified, non certified, and/or part-time personnel until formal board approval.

Revised 2/2/2004

Revised 9/4/07 – Item L added

1.03 Election of Officers

The board of education elects from its membership at the first regular emergency, or special meeting following the annual school election and certification of results a President, Vice President, and Clerk, each of whom serve for a term of one (1) year or until a successor is elected and qualified. The Woods County Treasurer is the Treasurer for this Board.

References: 70 O.S. § 5-119
S.L.O. § 77

Revised 12/7/2009

1.04 Duties of Officers

- A. **President**
It shall be the duty of the President to preside over all meetings of the Board, to appoint all committees when called upon to do so by the board, and to sign or authorize a signature stamp for all warrants ordered to be drawn upon the school fund.
- B. **Vice-President**
It shall be the duty of the Vice-President to perform all duties of the President in case of his/her absence or disability.
- C. **Clerk**
It shall be the duty of the Clerk to keep an accurate record of all proceedings of the Board. The clerk shall notify all members of all meetings of the Board, countersign or authorize a signature stamp for all warrants drawn upon the school fund by the board of education, and perform such other duties as the Board may require.
- D. **Treasurer**
The Treasurer for the board of education is the Woods County Treasurer.
- E. **Auditor**
The board of education shall employ an auditor who is approved by the State Department of Education and whose term of office and compensation shall be at the Board's discretion. The duties consist of auditing all accounts and making reports as required by State Law, the State Department of Career and Technology Education, and the local board of education. Other duties shall be to prepare the Estimate of Needs and to make reports as may be required by the board of education. The auditor is not a member of the board of education and does not have the right to vote.
- F. **Minutes Clerk**
The board of education shall employ a minutes clerk to keep an accurate journal of the proceedings of the board of education and perform such other duties as the board of education or its committees may require. The minutes clerk shall be bonded for not less than \$1,000.00. No member of the board, superintendent, principal, instructor or teacher employed by the board shall be qualified to serve as minutes clerk. However, the minutes clerk may serve as the encumbrance clerk. The minutes clerk shall keep complete records of board meetings to include a complete record of members present and absent, all matters considered by the board and all actions taken by the board, including resolutions and motions in full. Minutes shall also reflect compliance with the Oklahoma Open Meeting Act. Copies of the minutes of a meeting shall be sent to members of the board before the meeting at which they are to be approved. Corrections of the minutes may be made at the meeting at which they are to be approved. Permanent minutes shall be signed by the board president and the board clerk.

G. Encumbrance Clerk

The encumbrance clerk of the board of education shall keep the books and documents of the school district and perform such other duties as the Board or its committees may require. The encumbrance clerk shall be bonded for not less than \$1,000.00. No member of the board, superintendent, principal, treasurer, instructor or teacher employed by the board shall be eligible to serve as encumbrance clerk. However, the minutes clerk may serve as the encumbrance clerk. The encumbrance clerk shall not authorize payment of any bill or invoice until satisfactory receipt of the services or merchandise and unless said bill or invoice is properly supported by an itemized invoice clearly describing each item purchased, the quantity of each item, its unit price and its total cost. The bill or invoice shall be filed in the encumbrance clerk's official records.

H. Attorney

When circumstance merits consultation with an attorney, the superintendent will recommend a qualified attorney to best meet the needs of the situation.

Revised 2/2/2004

1.05 Board Votes Relating to Conflict of Interest

Regarding Nepotism:

Oklahoma law prohibits the employment of a relative of a member of the board of education within the second degree of consanguinity or affinity and also prohibits a board member from being eligible to run for office if they are related to a current employee of the school district or board member within the second degree of affinity or consanguinity. Exceptions to this rule (as approved during the 2009 legislative session) allows the employment of second degree relatives of school board members as substitute teachers or as temporary substitute support employees if the district's ADM is less than 5,000.

The following are the persons who would be related within the second degree of affinity or consanguinity:

Board Member's:	spouse	Spouse's:	child
	child		parents
	child's spouse		grandchild
	parent		grandparents
	parent's spouse		brother
	grandchild		sister
	grandchild's spouse		
	grandparent		
	grandparent's spouse		
	brother		
	brother's spouse		
	sister		
	sister's spouse		

References: 70 O.S. § 5-113
70 O.S. § 5-113.1
S.L.O. § 60
S.L.O. § 61
62 O.S. § 371
S.L.O. § 639

Revised 12/7/2009

1.06 Meetings of the Board

Regular meetings of the board of education shall be held on the first Monday of each month or upon such day as may be fixed by the Board. Reconvened, special, and emergency meetings may be held as circumstances demand. Proper notice of time, date and place of special meetings must be presented to the County Clerk at least forty-eight (48) hours prior to the meeting. Emergency meetings require as much notice as is reasonable and proper. All meetings are open to the public unless otherwise provided by law. A schedule of regular meetings for the calendar year shall be filed with the Woods County Clerk.

The Board will operate by all rules and regulations as prescribed by Oklahoma School Laws and the State Department of Career and Technology Education. In the absence of adopted rules of order, Roberts Rules of Order shall prevail.

References: 25 O.S. § 311 (A)(11) and (12)
S.L.O. § 533(A)(11) and (12)

1.07 Board Agenda

The agenda, together with supporting materials, shall be distributed to Board members prior to the Board meeting, if at all possible. The agenda and appropriate agenda materials shall be made available to the media, to representatives of the district, staff, and to others upon request. The agenda will be posted on the doors of the main entrance to both the Alva and Fairview Campuses in accordance with the Oklahoma Open Meeting Law.

The superintendent shall prepare the agenda for the regular meetings with counsel of any Board Member who may suggest additions to the agenda.

Anyone wishing to address the Board and be included on the agenda shall contact the superintendent five calendar days prior to the regularly scheduled board meeting.

The Board shall follow the order of business of the agenda unless the order is altered by a majority vote of the members present. The Board may, under the item of “New Business” consider and vote on any business that could not have been foreseen or known about at the time the agenda was posted. Except under the provision of emergency procedures, the Board may not revise policies, or adopt new ones, unless such action has been scheduled.

References: 25 O.S. § 311(A)(9)
S.L.O. § 533(A)(9)

Revised 2/2/2004

1.08 Minutes of the Board

Records of business transactions of the Board shall be recorded in the official minutes of the Board. The minutes shall be kept on file as the permanent official records of the District.

1.09 Executive Sessions of the Board

- A. No public body shall hold executive sessions unless otherwise specifically provided in this section.

- B. Executive sessions of public bodies will be permitted only for the purpose of:
 - 1. Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee;
 - 2. Discussing negotiations concerning employees and representatives of employee groups;
 - 3. Discussing the purchase or appraisal of real property;
 - 4. Confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest;
 - 5. Permitting district boards of education to hear evidence and discuss the expulsion or suspension of a student when requested by the student involved or the student’s parent, attorney or legal guardian;
 - 6. Discussing matters involving a specific handicapped child;
 - 7. Discussing any matter where disclosure of information would violate confidentiality requirements of state or federal law;
 - 8. Engaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act; or
 - 9. Discussing the following:
 - a. the investigation of a plan or scheme to commit an act of terrorism,
 - b. assessments of the vulnerability of government facilities or public improvements to an act of terrorism,
 - c. plans for deterrence or prevention of or protection from an act of terrorism,
 - d. plans for response or remediation after an act of terrorism,
 - e. information technology of the public body but only if the discussion specifically identifies:
 - (1) design or functional schematics that demonstrate the relationship or connections between devices or systems,
 - (2) system configuration information,
 - (3) security monitoring and response equipment,
 - (4) specific location or placement of systems, components or devices,
 - (5) system identification numbers, names, or connecting circuits,
 - (6) business continuity and disaster planning, or response plans, or
 - (7) investigation information directly related to security penetrations or denial of services, or

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- f. the investigation of an act of terrorism that has already been committed.

For the purpose of this subsection, the term “terrorism” means any act encompassed by the definitions set forth in Section 1268.1 of Title 21 of the Oklahoma Statutes.

- C. An executive session for the purpose of discussing the purchase or appraisal of real property shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No landowner, real estate salesperson, broker, developer, or any other person who may profit directly or indirectly by a proposed transaction concerning real property which is under consideration may be present or participate in the executive session.
- D. No public body may go into an executive session unless the following procedures are strictly complied with:
 - 1. The proposed executive session is noted on the agenda as provided in section 311 of this title;
 - 2. The executive session is authorized by a majority vote of a quorum of the members present and the vote is a recorded vote; and
 - 3. Except for matters which are required by state or federal law to be confidential, any vote or action on any item of business considered in an executive session shall be taken in public meeting with the vote of each member publicly cast and recorded.
- E. A willful violation of the provisions of this section shall:
 - 1. Subject each member of the public body to criminal sanctions as provided in Section 314 of this title; and
 - 2. Cause the minutes and all other records of the executive session, including tape recordings, to be immediately made public.

If a public body proposes to conduct an executive session, the agenda shall contain sufficient information for the public to ascertain that an executive session will be proposed, identify the items of business and purposes of the executive session and state specifically the provisions of Section 307 of this title authorizing the executive session. The board may meet in executive session under “New Business” if the item considered appropriately fits under new business and is an appropriate subject for an executive session.

Minutes of a school board’s executive session must be kept. The minutes of a lawful executive session are confidential and will be placed in a sealed envelope and kept in a safe place until such time as they may be needed. (Reference Oklahoma Open Records Act, Section 24A.16)

References: 25 O.S. § 307
S. L.O. § 528
S.L.O. § 533

Revised 2/2/2004
Revised 4/5/2004

1.10 Public Participation

Citizens of Northwest Technology Center district have the right, and are encouraged to attend and observe its deliberations. In order to conduct orderly board meetings, unsolicited discussion shall not be allowed. Persons or organizations deserving to be heard shall make their requests in writing to the superintendent of the district 5 days prior to the meeting date.

Statements by members of the public should be brief and concise. The president of the board may, at his/her discretion, establish a time limit on presentations to the board.

A person wishing to speak to the board must conform to one of the following to be heard at a board meeting:

1. Cannot be a candidate for any public office.
2. Be an employee or a designated counsel or spokesperson representing an employee of the district.
3. Be a designated spokesperson for a recognized district affiliated group or organization.
4. Be an individual or designated representative of a firm or a firm requesting to do business with the district.
5. Be invited by the board to speak.

No action will be taken by the board on any item addressed which is not on the agenda or could legally be addressed as new business.

Reference: 25 O.S. § 311
S.L.O. § 533

Revised 2/2/2004 - revised and re-named (was called “procedures for addressing the board)

1.11 Special Procedures for Conducting Hearings

The following procedures shall apply to all formal hearings before the board of education unless otherwise provided for by law. The president of the board shall preside at all such hearings and shall rule on all procedural and evidentiary matters.

Copies of all exhibits to be introduced by the appellant and respondent shall be prepared and distributed by each party as follows: one to each board member; one to the board's attorney; one to the appellant; one to the appellant's representative; one to the respondent; one to the respondent's representative and two to the clerk of the board.

Persons permitted to participate in the hearings are the appellant; the appellant's witnesses and representative; the respondent; the respondent's witnesses and representative.

Objections may be raised by the appellant or the respondent as to relevancy of a question, or the manner in which a witness is questioned. All objections shall be directed to the presiding officer, who will rule on the objections after hearing reasons for the objections and the response by the opposing side.

Cross-examination of a witness is limited to matters raised in the direct examination of that witness. Redirect examination of a witness is limited to new matters raised in the cross-examination of that witness.

The agenda shall be as follows:

- A. Opening statement by appellant;
- B. Opening statement by respondent;
- C. Presentation of witnesses for appellant;
 - 1. Direct questioning by appellant,
 - 2. Cross-examination by respondent,
 - 3. Redirect by appellant;
- D. Presentation of witness for respondent;
 - 1. Direct questioning by respondent,
 - 2. Cross-examination by appellant,
 - 3. Redirect by respondent;
- E. Closing statement by appellant;
- F. Closing statement by respondent;
- G. Motion, deliberation (includes questions by the board) and vote by the board.

Revised 12/7/2009

1.12 Quorum

Three Board members shall constitute a quorum for the transaction of business.

1.13 Authority of Members

Board members shall have authority only when acting as a Board in regular, reconvened, special or emergency sessions. The Board shall not be bound in any way by any statement or action on the part of any individual board member when the board is not in session.

Revised 3/3/03

1.14 *Revision of Board Policies*

A new board policy may be added or an existing policy changed at any board meeting by the approval of a majority of the membership.

1.15 Contracts with Member of Business in which Interested

No board of education of any school district in this state shall make any contract with any of its Members or with any company, individual or business concern in which any of its Member shall be directly or indirectly interested. All contracts made in violation of this section shall be wholly void. A Member of a board of education shall be considered to be interested in any contract made with any company, individual, or any business concern if such Member of the board of education or any member of his immediate family owns any substantial interest in same. Substantial interest is defined as ownership by the board member or the board member's spouse of more than five percent (5%) of the company.

- A. For purposes of this section, the following shall not be considered the making of a contract:
 - 1. Any contract with a qualified nonprofit Internal Revenue Code 501(c)(3) organization, except for contracts paying salaries or expenses or except a contract involving the counseling or instruction of students or staff.
 - 2. Monthly billings submitted to any school district for public utility companies, electric cooperatives or telephone companies, whose services are regulated by the Oklahoma Corporation Commission or billings of the utility companies, electric cooperatives or telephone companies pertaining to installations or changes in service, where tariffs for the charges or billings by the companies are on file with the Oklahoma Corporation Commission.

- B.
 - 1. The governing board of a technology center school district may enter into a contract for the technology center school district to provide training for a company, individual, or business concern by which a member of the board is employed. A board member shall abstain from voting on any such contract between the technology center school district board and the company, individual or business concern by which the member is employed.
 - 2. A board of education may enter into a contract with a company, individual, or business concern in which a board member or a member's spouse is employed by or has a substantial interest if the company, individual, or business concern is the only supplies having a place of business located within the school district or within ten (10) miles of the needed services or materials. The Board member shall abstain from voting on any such contract between the company, individual, or business concern in which that member has a substantial interest, and the minutes of the board meeting at which the contract is approved shall state that the contract is being made because of the lack of another supplies with a place of business located within the school district.
 - 3. A board of education which has entered into a lease-purchase agreement, prior to the time a board member which has a substantial interest in the company, individual, or business concern became a member of the board of education, may, after the member becomes a board member, continue to exercise any fiscal year options in the lease-purchase agreement for

renewal of the lease-purchase for the balance of the contract term. The affected board member shall abstain from voting on such fiscal year renewal of the continuation of the lease-purchase agreement.

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

Other exceptions can be found in section 82 of Oklahoma School Law.

Reference: 70 O.S. § 5-124
S.L.O. § 82

Revised 12/7/2009

1.16 Board Travel

Members of technology center school boards may be reimbursed for travel and related expenses performed in the accomplishment of their official duties.

1.17 Board Evaluation of Programs

All programs will be evaluated by the superintendent and board on a regular basis. The following things will be considered in the evaluation and are not listed in order of importance:

- A. Instructional Program Funding
- B. Training needs of business, industry and community
- C. Past enrollment figures
- D. Retention figures
- E. Placement
- F. Completion Rates
 - 1. Occupational Completers
 - 2. Major Completers

Adopted 3/6/1995

Revised 2/2/2004

Revised 12/7/2009

1.18 Open Records Policy

The board of education directs the superintendent to comply with the “Oklahoma Open Records Act”. (51-24)

To access the Oklahoma Open Records act go to:
<http://www.foioklahoma.org/OpenRecords.pdf>.

Adopted 1/6/1992
Amended 3/6/1995
Amended 2/2/2004
Revised 12/7/2009

1.19 Five Year Capital Improvement Plan/Plan of Educational Development and Improvement (CLEP)

The Board directs the superintendent to administer the development of a Five-Year Improvement Plan/Plan of Educational Development for adoption, which will comply with Oklahoma School Law.

This document shall contain the Strategic Plan, the Professional Development Plan, the Technology Plan and the Capital Improvement Plan.

Adopted 4/29/1991

Revised 3/3/2002

Revised 2/2/2004

Revised 12/7/2009

1.20 Technology

The Board of Education directs the Superintendent or his designee to develop a three (3) year Technology Plan to will be updated annually to comply with State and/or Federal Law.

Adopted 4/5/2004

1.21 *Administrative Regulations*

The board of education hereby instructs and authorizes the superintendent to issue Administrative Regulations to carry out Board Policy, subject to review by the Board.

Adopted 2/6/1995

1.22 Notification of Board Members of Credit Hours

After the election or appointment of a new School Board Member it shall be the duty of the Superintendent or his designee to inform the new member of his continuing education requirements as set forth in §70-5-110.1.

Every member of a school district board of education elected to a full term of office of five (5) years or more shall be required to attend a minimum of fifteen (15) hours of continuing education prior to the date set for filing for reelection to that respective board seat. The continuing education courses, workshops, seminars, conferences, and conventions which shall satisfy the continuing education requirements shall be approved jointly by the State Department of Education and the Oklahoma Department of Career and Technology Education.

Failure by a board member to satisfy the continuing education requirements of this section shall result in the ineligibility of the member to run for reelection to the school district board of education.

Any member of the board of education who attends and completes a course which satisfies in part or in full the requirements of this section shall be reimbursed by the school district for expenses incurred. The school district will also reimburse members of the board of education for expenses incurred in registering and attending board member training programs or activities approved by the board which are in addition to the minimum school board training requirements established by law.

References: 70 § 5-110.1
2009 Standards of Accreditation for OK Schools 210:20-23-2

Adopted 12/7/2009

1.23 Nondiscrimination Policy

It is the policy of Northwest Technology Center to provide equal opportunities without regard to sex/gender, age, race, marital status, religion, color, national origin, disability or veteran in the operation of its educational services, recruitment, admissions, financial aid, hiring or employment practices.

Male and female compliance coordinators at each campus are available for inquiries regarding nondiscrimination policies. Questions, complaints or requests for additional information regarding this policy may be forwarded to the designated compliance coordinator(s) at Northwest Technology Center, 1801 South Eleventh Street, Alva, Oklahoma 73717, or at Northwest Technology Center, 801 Vo-Tech Drive, Fairview, Oklahoma 73737.

Northwest Technology Center does not discriminate on the basis of sex/gender, age, race, marital status, religion, color, national origin, disability or veteran.

Reference: Title VI, Civil Rights Act of 1964
Title VII, Civil Rights Act of 1964, as amended by
the Equal Opportunity Act of 1972
Executive Order 11246, as amended by E.O. 11375
Equal Pay Act, as amended by the Education Amendments of 1972
Title IX, Education Amendments of 1972
Section 504 of the Rehabilitation Act of 1973
Education for All Handicapped Children Act of 1975
American with Disabilities Act, 1990, Public Law 101-336
The Age Discrimination Act of 1975

Adopted: 2/1/2010

2.00 PERSONNEL

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2.01 Employment Policy

It is the policy of the Northwest Technology Center School District #10, Alva and Fairview Campuses, to recruit and maintain the highest caliber personnel to fill a position by selecting the individual who is best matched to the responsibilities described for each position vacancy. The Northwest Technology Center is in compliance with Title VI of the Civil Rights Act of 1964 and 1991, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, American Disabilities Act of 1990, the Family Rights and Privacy Act of 1974, Age Discrimination Act of 1975 and other federal laws and regulations and shall not discriminate with regard to race color, religion, sex/gender, national origin, age, marital or veteran status, or the presence of non-job-related medical conditions or handicaps. This policy is followed in the operation of its education programs and activities, recruitment, admissions, employment practices and other education services.

Inquiries concerning application of this policy may be directed to the Assistant Superintendents of the respective campuses who serve as the coordinators for title IX and Section 504 responsibilities for the Northwest Technology Center. The address for the Fairview Campus is P.O. Box 250, 801 Vo-Tech Drive, Fairview, Oklahoma 73737; the address for the Alva Campus is 1801 South Eleventh, Alva, Oklahoma 73717.

Revised 3/3/2003

Revised 12/4/06

2.02 Staffing Plan

The primary purpose of the staffing plan is to provide an effective staff to carry out an educational program for secondary and adult students who attend the school.

The staffing plan is flexible and is subject to change. The plan will continuously be reviewed and proposed changes will be presented to the Board of Education from time to time by the Superintendent.

The staffing plan will be carried out by the administrative staff of the school. Administrators are defined as employees of the district who have been given authority by the Board of Education to organize, direct and control the work of the instructional and support staffs.

2.03 The Relationship of the Employment Process for Non-Certified Support Personnel to the Employment Process for Certified Professional Personnel

The employment of personnel is accomplished through a systematic process involving a minimum of two members of the administrative staff before a recommendation for employment is made to the Board of Education. The primary purpose of the employment policy and process is to select certified professional personnel; however, there is a definite relationship and a similar process used to select non-certified support personnel.

The employment process for the selection of non-certified support personnel is basically the same process described for employing certified professional personnel. All the applications for employment of non-certified support personnel will be processed through the office of the Superintendent. The staff member responsible for evaluation of the support staff member during their tenure as an employee will also be involved in the entire selection process, from screening applications to final interview. The final recommendation for employment is made by the Superintendent to the Board of Education. The Board of Education approves the employment of all personnel.

The control of applications for employment of non-certified personnel will follow the same process outlined for certified professional personnel. The Superintendent will maintain the official personnel file for each non-certified support staff member.

2.04 The Employment of Part-Time Personnel

The employment of part-time personnel will follow the same basic procedures outlined for full-time personnel, both certified professional personnel and non-certified support personnel, with the exception of the Treasurer, Auditor and Attorney.

The Board of Education is responsible for securing the services of the Treasurer, the Auditor and the Attorney. The Board of Education is also responsible for setting the salary or fees of each of these positions.

The employment of Adult Training and Development Instructors belongs to the Superintendent and Assistant Superintendents with the approval of the Board of Education. The official personnel files for each short-term adult education instructor will be maintained by the Superintendent.

The employment of part-time employees such as Grounds Keepers, Custodians, Secretaries, Bus Drivers, etc., is delegated to the Superintendent with the assistance of the Assistant Superintendents. The primary responsibility for coordination of the employment of part-time employees in these and other categories belongs to the Superintendent and Assistant Superintendent. The official personnel files of these employees shall be maintained by the Superintendent.

Recommendations for employment for all part-time employees shall be made by the Superintendent and approved by the Board of Education.

The Board of Education hereby grants approval to the Superintendent to provisionally employ non-certified and/or part-time personnel until formal board approval.

Amended 7/25/94

2.05 Working Days/Hours

The Superintendent shall establish the working days and hours of attendance for employees under his/her direction and may make such other regulations in regard to attendance as he/she deems necessary. It is the policy of the Board to assure compliance with the Fair Labor Standards Act, its regulations and relevant court decisions by directing all Northwest Technology Center employees to support and assist in assuring compliance by following the policies approved by the Board.

Adopted 12/88
Amended 3/6/95

2.06 Employee Leave Report

It is the responsibility of the Assistant Superintendent of each campus to maintain leave records and to record absences of employees. All absences should be reported to the Immediate Supervisor or Assistant Superintendent for recording on the “employee leave report”. This report then becomes a part of the employee’s leave record. The Superintendent, when conflicts arise, has final discretion in determining if leave is to be charged to sick or personal/emergency leave.

Revised and moved to front of leave policies 2/2/2004

2.07 Sick Leave

Employees will receive sick leave days according to the number of months they are employed, with a maximum of twelve (12) days per year. Part-time teachers' days will be pro-rated. Unused sick leave shall accumulate to sixty (60) days at Northwest Technology Center or transferred from another Oklahoma school district. Northwest Technology Center will maintain records to document sick leave days even if over sixty (60) days.

All certified teachers who, after exhausting all sick leave, are absent from their duties due to personal accidental injury, illness or pregnancy will be paid the full contract salary, less the amount paid the certified substitute teacher for up to twenty (20) days as provided by Oklahoma Law.

Sick leave records kept in the Superintendent's office shall be final. Each employee will be given a record of his/her accumulated sick leave early in the school year.

Any employee may be required to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.

References: 70 O.S. § 6-104.5
S.L.O. § 142

Revised 12/7/2009

2.08 Sick Leave Bank

The sick leave bank is established to assist employees of Northwest Technology Center who suffer prolonged illness or inability to work due to accidents.

The number of days in the bank shall be two hundred (200) days, made up from employees' donation from their accumulated sick leave. Donations, if necessary to maintain the two hundred (200) days, shall be made within thirty (30) days of the end of the fiscal year).

The sick leave earned pursuant to 70 O.S. § 6-104 must be used prior to using shared sick leave.

70 O.S. § 6-104.6 and S.L.O. § 143 sets criteria as to eligibility for leave from a sick leave bank. The Superintendent will review requests from the sick leave bank to determine individual eligibility.

References: 70 O.S. § 6-104
70 O.S. § 6-104.6
S.L.O. § 143

Revised 2/2/2004
Revised 12/7/2009

2.09 Payment for Un-used Sick Leave

Northwest Technology Center will pay teachers and full-time employees for unused sick leave upon retirement or termination of contract due to disability or death, up to a maximum of sixty (60) days at the existing pay of the employee.

The Oklahoma Teachers' Retirement System regulations shall govern eligibility for retirement or disability. In the event of death, payment for unused sick leave will be paid to the beneficiary or beneficiaries as named on the Teachers' Retirement records.

Teachers and employees must have had a minimum of ten (10) years as a full-time employee of the district in order to be eligible for payment of unused sick leave.

An intent to retire must be filed in writing at the Superintendent's office at least ninety (90) days prior to the intended retirement date.

Amended 3/11/2003

Amended 3/1/2004

2.10 *Transfer of Sick Leave*

Cumulative sick leave shall be transferable to (and from) another school district where the teacher is employed. The number of days transferred shall not exceed the maximum of days permitted by the receiving district.

2.11 Un-used Sick Leave for Retirement Purposes

In accordance with Section 17-116.2, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include, not to exceed, 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teachers' Retirement System.

The Board of Education will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The Board of Education will account for and certify unused sick leave days for each year for which an employee has exceeded sixty (60) days of accumulated sick leave. This provision will apply to employees who have participated in the Teachers' Retirement System subsequent to August 1st, 1959, and who have accumulated the maximum sixty (60) days of sick leave.

Upon retirement, accumulated sick leave days and the unused sick leave days may be certified to the Teachers' Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one month of credit for each twenty (20) days of accumulated sick leave up to a total of one hundred twenty (120) days); or the member may add days of sick leave to days worked during a school year to make a partial year count as a full year. However, the school district shall not certify more than one day of unused sick leave per each day of accumulated sick leave for the purpose of adding creditable service for retirement purposes.

Sick leave credits cannot be counted to vest an account.

Reference SB1134 (2004) amendment to 70 O.S. § 17-116.2

Amended 8/9/2004

2.12 Emergency Leave/Personal Business

Each employee is entitled to five (5) days of leave without loss of pay. These days are not cumulative and may be used for sick leave. Emergency/personal business leave may be used for emergencies or personal business that cannot be taken care of without loss of work time or for reasons not covered by other types of leave.

All requests should be made in advance, when possible, to the respective Assistant Superintendent.

Some examples of Emergency/Personal Business are:

- A. Death or illness of a family member, friend, or relative (not covered by sick leave)
- B. Personal disaster
- C. Legal matters: Attorney
 Court appearance
 Estate matters
- D. Emergency business transactions:
 Loan closings
 Urgent banking matters
 IRS review
- E. Non-injury accident
- F. Other matters at discretion of Assistant Superintendents at the respective campuses

2.13 Professional Leave

With the approval of the Assistant Superintendent, at the respective campus, staff may without deduction of pay, be absent from school business assignments to attend professional meetings.

The money earned for jury service will be turned over to the district to avoid double pay.

2.14 Jury Duty

An employee may be absent from duties for jury service without loss of pay. The money earned for jury service will be turned over to the district to avoid double pay.

Revised 2/2/2004

2.15 Military Leave

A certified employee who is a member of the Reserve Corps, or any component of armed forces called to active duty during the school year shall receive full pay during the first thirty (30) days of absence or leave, or such longer period as might be required by law.

All officers and employees of the state or subdivision thereof, or a municipality therein, who are members of the National Guard, shall, when ordered by proper authority to active service, be entitled to a leave of absence from such civil employment for the period of such active service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) calendar days of such leave of absence during any calendar year.

All officers and employees of the state, or a subdivision thereof, or a municipality therein, who are members, either officers or enlisted men, of the Reserve Corps of the Army, the Navy, the Marine Corps, the Coast Guard, the Women's Auxiliary Corps, or any other component of the Armed Forces of the United States, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from such civil employment for the period of such active service without loss of status or efficiency rating and without loss of pay during the first ~~twenty (20)~~ thirty (30) calendar days of such leave of absence during any calendar year.

References: 44 O.S. § 209
S.L.O. § 734
72 O.S. § 48
S.L.O. § 735

Revised 12/7/2009

2.16 Leave of Absence (FMLA and Other)

Family Medical Leave:

It is the policy of Northwest Technology center to provide up to twelve (12) work weeks of unpaid family medical leave to employees who have been employed at least one year in this school district, who have worked at least 1,250 hours during the previous twelve (12) month period, and who have exhausted their accumulated sick leave, personal leave, and vacation leave.

- A. Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:
 - 1. Birth, adoption, or foster placement of a child by an employee;
 - 2. To care for a spouse, son, daughter, or parent who suffers from health condition; or
 - 3. For a severe health condition the employee is experiencing
 - 4. To care for a covered family service member with a serious illness or injury incurred in the line of duty on active duty; or
 - 5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

- B. Before an employee will be placed in unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave and vacation leave. Such sick leave, personal leave and vacation leave will be deducted from the twelve (12) workweeks of eligibility. If both spouses are employees of the district, their total leave in any twelve (12) month period will be limited to twelve (12) weeks if the leave is taken for the birth or adoption of a child, or to care for a sick parent. The right to take leaves for the birth or placement of a child expires twelve (12) months after the birth or placement with the employee. Eligible employees who are family members of covered service members with a serious illness or injury incurred in the line of duty on active duty will be able to take up to 26 workweeks of leave in a single 12-month period.

- C. If the Superintendent deems it necessary or desirable, an employee may be required to provide certification from a physician of the necessity of any leave requested. The superintendent may require certification as to the date the medical condition began, the anticipated duration and prognosis, and medical facts about the medical condition and treatment.

- D. If the Superintendent deems it necessary or desirable, the Superintendent may require a second opinion by a physician selected and paid for by the district. If the original opinion and the second opinion conflict, the district may require a

- third opinion at the district's expense. The conclusion of the third opinion will be final and binding upon the employee and the district.
- E. If family leave is granted for a continuing health condition, subsequent re-certification may be required at the discretion of the Superintendent.
 - F. Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide thirty (30) days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.
 - G. Upon completion of family leave, the employee will be entitled to return to their former position or to an equivalent position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical, dental and district paid life insurance coverages, health cash and teachers retirement contributions for qualifying paid benefits (all district-paid fringe benefits) during family medical leave.
 - H. An employer's obligation to maintain health benefits under FMLA stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period. If the employee does not return from leave at the expiration of the leave to which he is entitled the district may require the insurance premiums and other benefits paid during the leave to be repaid to the district by the employ unless the employee fails to return to work for the following reasons:
 - 1. The continuation, recurrence, or onset of a serious health condition that entitles the employee leave to care for a child parent or spouse with a serious health condition, or if the employee is unable to perform the function of their position due to their own serious health condition; or
 - 2. Other condition beyond the control of the employee prevents him from returning.
 - I. After all paid leave is exhausted employees with payroll deductions for insurance/dues not paid by the district (i.e., vision; family medical, dental, vision; cancer policies; life insurance; dues to professional organizations, etc.) must make arrangements with the business office to pay for those premiums in a timely manner. Failure to remit these premiums to the district by their due dates will cause termination of the policies not paid.

Worker's Compensation Leave:

FMLA leave and workers' compensation leave can run together provided the reason for the absence is due to a qualifying serious illness or injury

Other Leave Without Pay:

A leave of absence without pay may be granted to any employee who has a reasonable need for such leave. A request must be submitted in writing through the Assistant Superintendent, to the Superintendent for recommendation to the Board of Education prior to the date that the leave of absence is anticipated to begin.

Amended 1/3/2005

Amended 1/4/2010

2.17 Pay Policy

Staff members employed on a contractual basis will have their annual salary divided by twelve and be paid one-twelfth (1/12) at the end of each month. Paychecks are distributed on or near the last working day of each month. All full-time employees who are exempt from the hourly wage requirements of the Fair Labor Standards Act will be paid on a 12-month basis.

Amended 9/4/07

2.18 Health Insurance

Group health and dental insurance is available to each full-time employee.

The District pays for the employee coverage on all certified professional staff, full-time professional non-certified staff and full-time support personnel. Premiums are payable in advance.

The Superintendent is responsible for the insurance plan for the district. Completed claim forms are to be submitted directly to the insurance company.

Any change of address, marital status, or dependent status must be communicated to the Business Manager immediately.

2.19 Life Insurance

Northwest Technology Center purchases life insurance for full-time certified employees, full-time professional non-certified staff and full-time support personnel. The insurance is an amount equal to the employee's salary and is rounded down to the nearest one thousand dollar amount (\$1,000.00). Enrollment shall be at the time of employment in the district.

2.20 Vacation Leave (12 month employees only)

The vacation allowance for eligible employees for each fiscal year is based upon length of service according to the following schedule.

Completed Months of Employment During Fiscal Year	Days of Vacation Allowance
12	10
11	9
10	8
9	7
8	6
7	5
6	4
5	3
4	2
3	1
2	0
1	0

Any employee who is employed for fifteen (15) days or more in their beginning month of employment will be considered as being employed for the full month.

Vacation will be scheduled by the Assistant Superintendent of each campus, with due consideration given to staffing requirements, employees length of service and employee preferences, in the order listed.

Vacation time cannot be accumulated or carried over from one fiscal year to the next fiscal year except at the discretion of the Superintendent. Twelve-month employees may be allowed to take vacation days from the prior fiscal year into July of the next fiscal year. Annual vacation shall be taken on a workday basis. Holidays falling within a period of annual leave shall not be charged to vacation leave. All vacation leave shall be documented on a leave request form.

Revised September 2, 2003

2.21 Accidents/Workers Compensation

Eligible employees of Northwest Technology Center have coverage of Workers' Compensation while they are on duty. The benefits will include those provided by Oklahoma Statutes. All accidents on the job, regardless of the severity, must be reported to the Assistant Superintendent of the respective campuses. Assistance will be given in filling out the required forms.

Accident Reports are available in the appendix of this document and on the forms page of the Northwest Technology Center Website.

Revised 4/5/2004

2.22 Unemployment Compensation

Eligible employees of Northwest Technology Center are covered by unemployment compensation. These benefits are mandated by statute.

Revised 2/2/2004

Revised 5/4/2004

2.23 Certificates

Each individual is responsible for obtaining the proper certificate for the position to which he/she is assigned. When the certificate is obtained, it is to be filed in the Office of the Superintendent.

Each person is responsible for meeting the requirements for certificate renewal. If you have questions concerning certificate renewal, please contact the Office of the Superintendent.

2.24 Substitute Teachers

The Assistant Superintendent, designee, or teacher will secure substitutes as early as possible after being notified of the absence. The teacher should notify the Assistant Superintendent by at least 7:00 a.m. of the day on which they are going to be absent. If the teacher is going to be absent the succeeding day they should notify the Assistant Superintendent by 2:00 p.m. on the day before being absent.

Short-term Instructors should notify the staff at the respective Assistant Superintendent's office as early as possible in the day if they are going to be absent from their class.

Substitutes should go to the Assistant Superintendent's office for instructions upon report for duty. They are expected to fulfill all duties of regular employees. Non-certified substitute's employment is limited by law to a maximum of seventy (O.S. Title 70) days, with no more than twenty (20) days in one assignment. Substitute teachers of special education are not subject to the same restrictions on time in the same assignment if no certified teachers are available to teach such students and the students would be denied instruction in special education if the substitute were not employed.

Any substitute or cadet teacher employed in any school system on a monthly or annual basis shall have a certificate and have a written contract in the manner and under the same conditions as for regular teachers.

The substitute instructor for day programs is set at \$60.00 per day.

Amended 3/6/95
Revised 2/2/2004
Revised 9/5/2006

2.25 Teacher Contracts

Teachers shall be employed by written contract with consideration of re-employment upon recommendation of the Superintendent and approved by the Board of Education.

A teacher's contract may be terminated by mutual agreement with the Board of Education under conditions stated in the School Code of Oklahoma.

A board of education shall have authority to enter into written contracts with a teacher for the ensuing fiscal year prior to the beginning of such year. If, prior to the first Monday in June, a board of education has not entered into a written contract with a regularly employed teacher or notified the teacher in writing by registered or certified mail that a recommendation has been made not to reemploy the teacher for the ensuing fiscal year, and if, by fifteen days following the first Monday in June, such teacher has not notified the board of education in writing by registered or certified mail that such teacher does not desire to be reemployed in such school district for the ensuing year, such teacher shall be considered as employed on a continuing contract basis and on the same salary schedule used for other teachers in the school district for the ensuing fiscal year, and such employment and continuing contract shall be binding on the teacher and on the school district.

Reference: 70 O.S. § 6-101
S.L.O. § 112

Revised 12/7/2009

2.26 Travel

Employees and board members attending pre-approved conferences, workshops and other business or professional trips related to school business shall present signed receipts for meals, lodging, registration, or other documentation for necessary and reasonable expenditures to be approved by the Superintendent or designee. Approved trips, related to school business, made in privately owned vehicles will be reimbursed at the IRS allowable rate. Approved professional or business related trips out-of-state will be reimbursed at the IRS allowable rate per mile or coach airfare, whichever is less. Actual cost of lodging, meals, and registrations will be reimbursed to district employees upon presentation of valid signed receipts.

Amended 2/1/99
Revised 2/2/2004
Revised 9/7/2004

2.27 Teacher Mentor/Resident Year Committee

All beginning teachers who graduated from college before February 1, 1982, and met approved program certification requirements prior to that date will be assigned a teacher mentor. Beginning teachers who hold a valid certification on February 1, 1982, shall be assigned a teacher mentor. Beginning teachers who graduated before February 1, 1982, but did not meet approved program certification requirements prior to that date or did not hold a valid certificate on February 1, 1982, shall be assigned a Resident Year Committee.

Revised 2/2/2004

2.28 In-Service Training/Professional Development

All certified employees must accrue at least 15 in-service points annually and seventy-five (75) in-service points in a five-year period. All professional non-certified and support employees must accrue at least forty (40) in-service points in a five year period with at least 8 points completed annually. All points to be counted must be in accordance with the local staff development committee guidelines.

The Professional Development plan of study is available in the appendix of this document and at

http://www.nwt.tec.ok.us/staff/forms/PROFESSIONAL_DEVELOPMENT_POINTS.pdf

Reference: 70 O.S. § 3-104.2
70 O.S. § 6-192 et. seq.
70 O.S. § 6-194

Revised 2/2/2004
Revised 4/5/2004
Revised 12/7/2009

2.29 Definitions

As used in Section 6-101 et seq. of O.S. Title 70 of the Oklahoma Statutes:

- A. “Administrator” means a duly certified person who devotes a majority of time to service as a superintendent, elementary superintendent, principal, supervisor, vice principal or in any other administrative or supervisory capacity in the school district;
- B. “Dismissal” means the discontinuation of the teaching service of an administrator or teacher during the term of a written contract, as provided by law;
- C. “Non-reemployment” means the non-renewal of an administrator’s or teacher’s contract upon expiration of the contract;
- D. “Career teacher” means a teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written teaching contract;
- E. “Hearing” means the hearing before a local board of education after a recommendation for dismissal or non-reemployment of a teacher has been made but before any final action is taken on said recommendation, held for the purpose of affording such teacher all rights guaranteed by the United States Constitution and the constitution of Oklahoma under such circumstances and for enabling the board to determine whether to approve or disapprove the recommendation;
- F. “Probationary teacher” means a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written teaching contract;
- G. “Suspension” or “suspended” means the temporary discontinuance of an administrator’s or teacher’s services, as provided by law;
- H. “Teacher” means a duly certified or licensed person who is employed to serve as a counselor, librarian or school nurse or in any instructional capacity; an administrator shall be considered a teacher only with regard to service in an instructional, non-administrative capacity.

Reference: O.S. Title 70 § 6-101.3

2.30 Evaluation of Teachers and Administrators

The Board of Education shall maintain and annually review, following consultation with or involvement of representatives selected by local teachers, a written policy of evaluation for all teachers and administrators. In those school districts in which there exists a professional negotiations agreement made in accordance with Sections 509.1 et seq. of this title, the procedure for evaluating members of the negotiations unit and any standards of performance and conduct proposed for adoption beyond those established by the State Board of Education shall be negotiable items. Nothing in this act shall be construed to annul, modify, or to preclude the renewal or continuing of any existing agreement heretofore entered into between any school district and any organizational representative of its employees. Every policy so adopted shall:

- A. Be based upon a set of minimum criteria developed by the State Board of Education.
- B. Be prescribed in writing at the time of adoption and at all times when amendments thereto are adopted. The original policy and all amendments to the policy shall be promptly made available to all persons subject to the policy;
- C. Provide that all evaluations be made in writing and that evaluation documents and responses thereto be maintained in a personnel file for each evaluated person;
- D. Provide that every probationary teacher be evaluated at least two times per school year, once prior to November 15 and once prior to February 10 each year;
- E. Provide that every teacher be evaluated once every year, except as otherwise provided by law; and;
- F. Provide that, except for superintendents of independent and elementary school districts and superintendents of technology center school districts, who shall be evaluated by the local school board, all certified personnel, including administrators shall be evaluated by certified administrative personnel designated by the local school board.

All personnel designated by the local board to conduct their personnel evaluations shall be required to participate in training conducted by the State Department of Education prior to conducting such evaluations.

2.31 Teachers' Response to Evaluation

Whenever an evaluation is made of a teacher or administrator, a true copy of the evaluation shall be presented to the person evaluated, who shall acknowledge the written evaluation by signing the original. Within two (2) weeks after the evaluation, the person evaluated may respond and said response shall be made part of the record. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which such evaluated person applies for employment and such other persons as are specified by the teacher in writing and shall be subject to disclosure at a hearing or trial de novo.

Reference: O.S. Title 70 § 6-101.11

2.32 Standards of Performance and Conduct for Teachers

Teachers are charged with the education of youth and adults. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire of the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

Principle I Commitment to the Students

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

In fulfillment of the obligation to the teachers:

- A. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
- B. Shall not unreasonably deny the student access to varying points of view.
- C. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
- D. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- E. Shall not intentionally expose the student to embarrassment or disparagement.
- F. Shall not on the basis of race, color creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly
 1. Exclude any student from participation in any program.
 2. Deny benefits to any students.
 3. Grant any advantage to any student.
- G. Shall not use professional relationships with students for private advantage.

- H. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Principle II
Commitment to the Profession

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

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

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

- A. Shall not, in an application for professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- B. Shall not misrepresent his/her professional qualifications.
- C. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
- D. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- E. Shall not assist an unqualified person in the unauthorized practice of the profession.
- F. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- G. Shall not knowingly make false or malicious statements about a colleague.
- H. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

Principle III

- A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
 - 1. Willful neglect of duty;
 - 2. Repeated negligence in performance of duty;
 - 3. Mental or physical abuse to a child;
 - 4. Incompetency;
 - 5. Instructional ineffectiveness;
 - 6. Unsatisfactory teacher performance; or
 - 7. Commission of an act of moral turpitude.
 - 8. Abandonment of contract.

- B. Subject to the provisions of the Teacher Due Process Act; a probationary teacher may be dismissed or not reemployed for cause.

- C. A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:
 - 1. Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state’s or the federal sex offender registration provisions; or
 - 2. Any Felony Offense.

- D. A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual’s performance of school duties. As used in this subsection:
 - 1. “Criminal sexual activity” means the commission of an act as defined in section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - 2. “Sexual misconduct” means the soliciting or imposing of criminal sexual activity.

- E. As used in this Section, “abandonment of contract” means the failure of a teacher to report at the beginning of a contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

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Reference: O.S. Title 70 § 6-01.221, et seq.
S.L.O. § 125

Revised 12/7/2009

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

2.33 Teachers Exempted from Dismissal, Suspension and Non-reemployment Provisions

- A. The dismissal, suspension and non-reemployment provisions of the Teacher Due Process Act of 1990 shall not apply to:
 - 1. Substitute teachers;
 - 2. Adult education teachers; and
 - 3. Teachers who are employed on temporary contracts

- B. The dismissal and suspension provisions of the Teacher Due Process Act of 1990 shall apply to teachers who are employed in positions fully funded by federal or private categorical grants, except that such teachers shall be employed only for the duration of the grant.

Reference: O.S. Title 70 § 6-101

2.34 Procedures for Administrator to Follow for Admonishment of Teacher

- A. When an administrator who has the responsibility of evaluating a teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the administrator shall:
 - 1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 - 2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.

- B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the Superintendent of the school district for the dismissal or non-reemployment of the teacher.

- C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.

- D. Repeated negligence in performance of duty, willful neglect of duty, incompetence, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with.

Reference: O.S. Title 70 § 6-101.24

2.35 Recommendation of Dismissal or Nonreemployment to be in Writing

Whenever a superintendent decides to recommend that a teacher employed within the school district be dismissed or non-reemployed, the superintendent shall state the recommendation in writing, setting forth the basis for the recommendation, and shall submit such recommendation to the board of education.

If the teacher subject to such recommendation is a career teacher, the recommendation shall specify the statutory grounds for which the recommendation is based.

If the teacher subject to such recommendation is a probationary teacher, the recommendation shall specify the cause for which the recommendation is based.

The superintendent shall also specify the underlying facts supporting the recommendation.

Reference: 70 O.S. § 6-101.25

Amended 4/5/2004

2.36 Procedure of Dismissal or Nonreemployment – Hearing and Appeal Rights

- A. Whenever a board of education receives a superintendent’s recommendation for the dismissal or non-reemployment of a teacher, the board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested or by substitute process as provided by law. By the same means, the board shall notify the teacher of such teacher’s right to a hearing before the board and the date, time and place set by the board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than (60) days after the teacher’s receipt of notice. The notice shall specify the statutory grounds upon which the recommendation is based up for a career teacher or shall specify the cause upon which the recommendation is based upon for a probationary teacher. The notice shall also specify the underlying facts supporting the recommendation. At such hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the United States Constitution and the Constitution of Oklahoma.

- B. The career teacher pretermination hearing shall be conducted by the local board as follows:
 - 1. The superintendent or designee shall, in person or in writing, specify the statutory ground upon which the recommendation is based. The superintendent or designee shall also specify the underlying facts and provide an explanation of the evidence supporting the recommendation for the dismissal or nonreemployment of the career teacher; and
 - 2. The career teacher or designee shall have the opportunity to present reasons, either in person or in writing, why the proposed action should not be taken.

- C. Only after the career teacher has a meaningful opportunity to respond to the recommendation for dismissal or nonreemployment at the pretermination hearing shall the local board decide whether to accept or reject the recommendation of the superintendent. The vote made by the board shall be made in an open meeting. The board shall also notify the career teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested or substitute process as provided by law. If the decision is to accept the recommendation of the superintendent, the board shall include notification of the right of the career teacher to petition for a trial de novo in the district court within ten (10) days of the receipt of notice of the decision. At the pretermination hearing the burden of proof shall be upon the superintendent or designee and the standard of proof shall be by the preponderance of the evidence. The career teacher shall receive any compensation or benefits to which such teacher is otherwise entitled until such time as the teacher’s case is adjudicated at a trial de novo if the career teacher petitions for the trial de novo. Such compensation and benefits shall not be provided during any further appeal process.

- D. The probationary teacher hearing shall be conducted by the local board according to procedures established by the State Board of Education.
- E. Only after due consideration of the evidence and testimony presented at the hearing shall the local board decide whether to dismiss or nonreemploy the probationary teacher. The vote of the board shall be made in an open meeting. The board shall also notify the probationary teacher of the decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, or substitute process as provided by the law. The decision of the board regarding a probationary teacher shall be final and nonappealable. At the hearing the burden of proof shall be upon the superintendent or designee, and the standard of proof shall be the preponderance of the evidence. The probationary teacher shall receive any compensation or benefits to which the teacher is otherwise entitled until such time as the decision of the board becomes final. If the hearing for a probationary teacher is for nonreemployment such compensation and benefits may be continued only until the end of the current contract of the teacher. (70-6-101.26) Note: Amended by HB 1767, Sec.9, of the 2003 Regular Session.

Reference: 70 O.S. § 6-101.26

Amended 4/5/2004

2.37 Teacher Appeal Process

- A. A career teacher shall be entitled to a trial de novo in the district court of the county in which the school district is located. Within ten (10) days of receipt of the board's notification of said teacher's right to a trial de novo, the teacher shall file a petition for a trial de novo.

Upon filing the petition, the court clerk shall issue a summons and cause service by mail to be made to the clerk of the local board of education by certified mail, restricted delivery with return receipt requested or substitute process as provided by law.

- B. If, within the ten-day period, the career teacher fails to file a petition for a trial de novo concerning the teacher's dismissal or non-reemployment, he teacher shall be deemed to have waived the right to a trial de novo and the initial determination of the board shall be final.
- C. The local school board shall serve its answer within twenty (20) days of the service of summons and petition upon it. The trial de novo shall be scheduled at the earliest possible date which will permit both parties adequate time to prepare for a just trial of the issues involved, provided however, said trial de novo shall be scheduled and help not less than ten (10) days and not later than thirty (30) days after the answers have been filed.
- D. Except as otherwise provided specifically in this section, the law generally applicable to civil suits filed in district court shall apply to the proceedings for trial de novo under this section. At the trial de novo the standard of proof shall be by the preponderance of the evidence and the burden of proof shall be on the district superintendent or designee, as representative of the local board of education, to establish de novo that the teacher's dismissal or non-reemployment is warranted. The trial de novo shall proceed as a non-jury trial before the court. The court shall determine de novo all issues of fact and law necessary for full adjudication of the dispute at the trial. The court shall not, by applying principals of collateral estoppel or res adjudicata or otherwise give preclusive effect to findings of fact of determinations of the board with regard to the issues necessary to determine the adequacy of the dismissal or non-reemployment of the teacher in the trial de novo. Within three (3) days following the conclusion of the trial de novo, the judge shall prepare written findings of fact and conclusions of law and shall enter judgment directing either of the following:
1. That the local board of education reinstate the career teacher with full employment status and benefits; or
 2. That the decision of the local board of education for the dismissal or non-reemployment of the career teacher be sustained.

In addition, the court may enter an order awarding the prevailing party attorneys fees and costs.

- E. The time limits set forth in this section for the proceedings before the district court may be extended by mutual agreement of the parties with the approval of the district court.
- F. The decision of the district court shall be final and binding upon the teacher and the board of education unless the teacher or the board of education appeals the decision of the district court in the manner provided by law for the appeal of civil cases from the district court.

Reference: O.S.70 § 6-101.27

2.38 *Applicable Procedure*

The applicable procedure in the event of a recommendation by the Superintendent for the dismissal or non-reemployment of a teacher shall be that procedure provided by law on the date such dismissal or non-reemployment is recommended to the local board of education.

Reference: O.S. 70 § 6-101.28

2.39 *Suspension of Teacher*

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Such suspension shall extend to such time as the teacher's case is adjudicated at a trial de novo for a career teacher but such extension shall not include time for any further appeal process. Within ten (10) days time after such suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to law.

However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated at trial. Provided, however, such extension shall not include any appeal process.

Reference: 70 O.S. § 6-101.29

2.40 Support Employees – Disciplinary Action

A support employee who has been employed by a local board of education for more than one (1) year shall be subject to suspension, demotion, termination, or non-reemployment for cause, as designated by the policy of the local board of education, adopted as provided in Section 6-101.43 of this title. This section shall not be construed to prevent layoffs for lack of funds or work. For purposes of this act “support employee” means a full-time employee of a school district as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of one hundred seventy-two (172) days and who provides those services not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of a school district and shall not include adult education instructors or adult coordinators employed by the technology center.

Reference: 70 O.S. § 6-101-40

2.41 Grounds for Dismissal or Non-reemployment of Support Employees – Felony Convictions, Criminal Sexual Activity or Sexual Misconduct

- A. A school support employee convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
- B. A school support employee may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual’s performance of school duties. As used in the subsection:
 - 1. “Criminal sexual activity” means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - 2. “Sexual misconduct” means the soliciting or imposing of criminal sexual activity.

Reference: 70 O.S. §6-101.41

2.42 *Disciplinary Policy - Statement*

Each local board of education shall adopt a policy statement defining the causes and procedures for suspension, demotion, termination or non-reemployment of support personnel. Upon adoption of such policy, a copy thereof shall be furnished to each support employee.

Reference: 70 O.S. § 6-101.43

2.43 Policy Prerequisite to Disciplinary Action

Beginning January 1, 1982, no suspension, demotion or termination of a support employee shall be effective or enforceable unless the local school board has adopted a policy as provided in section 2 of this act.

Reference: 70 O.S. § 6-101.44

2.44 Support Employees – Notification Concerning Employment

- A. A school district no later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is the later shall give reasonable assurance of employment in writing to any support employee that the school intends to employ for the subsequent school year.
- B. This section shall not be construed to nullify the provisions of Sections 24-133 through 24-137 of this title or be construed to deprive any employee that the district is considering not employing for the subsequent year of any rights provided in such sections.

Reference: 70 O.S. § 6-101.45

2.45 Right to Hearing

- A. After any suspension or prior to any demotion, termination or non-reemployment, a support employee shall receive notice of the right to a hearing. The hearing shall be conducted by the local board of education. All notices shall be by certified mail with the postmark used to determine the timeliness of the notice. Failure of the employee to request a hearing within ten (10) working days of such notice shall be considered a waiver of the employee's right to a hearing.
- B. Non-reemployment shall mean non-renewal of a support employee's contract upon expiration of the contract.
- C. If an employee is to be suspended for a period to exceed ten (10) days, the superintendent of the district shall initiate proceedings for termination and shall follow the procedures set forth in subsection A of this section. However, in a case involving criminal charge or indictment, the suspension may be delayed until the employee's case is adjudicated at the trial. Nothing in this act shall prevent the school board from proceeding against the employee during or after the suspension for termination as provided in this act.

Reference: 70 O.S. § 6-101.46

2.46 Time for Hearing – Board’s Decision Final

If the employee selects a hearing before the local board of education, the hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting if the request for the hearing was received by the local board of education at least ten (10) days prior to the next, or next succeeding, regularly scheduled meeting. Provided, however, at the request of the employee, or at the discretion of the local board of education, the local board shall call a special meeting to conduct the requested hearing, which shall be held no sooner than ten (10) days nor later than thirty (30) days after receipt of the employee’s request. The decision of the local board of education at the hearing shall be final.

Reference: 70 O.S. § 6-101.47

2.47 Suspension, Demotion, or Termination of Support Employees

In order to comply with title 70 of the Oklahoma Statutes, Section 24-132 through 24-136, the Northwest Technology Center Board of Education hereby adopts the following procedure for the suspension, demotion, or termination of support employees.

For the purposes of this policy a “support employee” is defined as an employee of a school district who provides those services, not performed by professional educators or licensed teachers that are necessary for the efficient and satisfactory functioning of a school district.

No support employees who have been employed in the Northwest Technology Center School District for one year or more may be suspended, demoted, or terminated except for the causes set out in this policy by the:

1. Superintendent of Schools
2. Assistant Superintendent of the respective campus

Nothing contained in this policy shall prevent the board of education from acting on its own volition in matters pertaining to suspension, demotion, or termination of support employees.

Whenever the administrators are of the opinion that the immediate suspension of a support employee is necessary and in the best interest of a school district, the administrators may suspend the employee without notice or hearing. If an employee is suspended for a period exceeding ten days, the superintendent of the district shall initiate proceedings for termination and shall follow the procedures set forth in this policy. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee during or after the suspension for termination as provided in this policy.

Prior to any demotion or termination the support employee shall receive notice of his or her right to a hearing, which if requested will be conducted by the Northwest Technology Center Board of Education. All notices shall be by certified mail, with the postmark used to determine the timeliness of such notice. The support employee must request a hearing within ten working days of said notice or be deemed to have waived his or her right to a hearing. If the support employee requests a hearing the hearing shall be conducted at the next or next succeeding regularly scheduled meeting of the Northwest Technology Center Board of Education if the request is received by the clerk of the board at least ten days prior to aforesaid meeting. A special meeting may be conducted if requested by the employee or at the discretion of the Northwest Technology Center Board of Education. The special meeting shall be conducted no sooner than ten (10) days nor later than thirty (30) days after receipt of the employee’s request.

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The decision of the Northwest Technology Center Board of Education shall be final.

Nothing in the stated policy shall be construed to prevent layoffs for lack of funds or lack of work.

In order to comply with O.S. Title 70 of the Oklahoma Statutes 24-132 through 24-136, the Northwest Technology Center Board of Education hereby adopts the following causes for suspension, demotion or termination:

1. Failure to be at work-station at starting time
2. Leaving work-station without authorization prior to lunch periods, or end of work-day
3. Excessive unexcused absenteeism
4. Chronic absenteeism for any reason
5. Excessive tardiness
6. Wasting time or loitering during working hours
7. Leaving work area during working hours without permission
8. Falsification of personnel or other records
9. Possession of weapons on the premises at any time
10. Removing district property, records, or confidential information from premises without proper authority.
11. Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment or other property of other employees
12. Theft or misappropriation of property of employees, students, or of the district
13. Sabotage
14. Distracting the attention of others
15. Refusal to follow instructions of supervisor
16. Refusal or failure to do work assignment
17. Unauthorized operation of machines, tools, or equipment
18. Threatening, intimidating, coercing, or interfering with employees or supervision at any time
19. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, or the district
20. Creating disturbances on the premises at any time
21. Practical jokes injurious to employee's or district's property
22. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances
23. Disregard of know safety rules or common safety practices
24. Unsafe operation of motor driven vehicles
25. Operating machines or equipment without safety devices provided
26. Gambling, lottery, or any other game of chance on district property
27. Unauthorized distribution of literature, written, or printed matter of any description on district property
28. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration
29. Poor workmanship

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30. Immoral conduct or indecency including abusive and/or foul language
31. No personal calls during work hours, except for emergencies, including incoming and out-going calls
32. Walking off job
33. Smoking in an unauthorized area or at any unauthorized time
34. Willful neglect of duty
35. Refusal of job transfer within the district, if transfer does not result in demotion
36. Abuse of “breaks” (rest periods) or meal period policies
37. Insubordination of any kind
38. Violation of any district rule or policy
39. Violation of any administrative rule or order
40. When it is in the best interest of the school district any support personnel may be suspended, demoted or terminated

2.48 Reduction in Force – R.I.F.

- A. Authority: The Board of Education has the authority to discharge certified school personnel or to terminate certified school instructors with tenure rights after notice and a hearing when reduction in certified personnel is required as a result of decreased enrollment, decreased revenues, or a decrease or revision of educational programs. This policy is adopted as the exclusive procedures by which reductions in personnel covered by the policy may be accomplished.

- B. Board Discretion: The Board of Education is vested with the discretion to determine the educational programs of the district, so long as the State Board of Career and Technology Education’s educational standards are met. Therefore, the Board, in its discretion, may revise the educational program or decrease the number of certified employees of the district at any time and it solely vested with the discretion to determine when decreased enrollment, financial exigency or other causes justify that a reduction in personnel occur.

- C. Situations justifying Reduction-In-Force: Situations which justify that reduction-in-force (hereinafter R.I.F.) occur shall include, but not be limited to the following:
 - 1. Decrease in student enrollment;
 - 2. Decrease in revenue:
 - a. Because of decrease in student enrollment,
 - b. Because of loss or reduction of tax revenues,
 - c. Because of reduction of state, local, or federal financial support received;
 - 3. Change in the educational programs of the district, as determined by the Board in its good faith exercise of discretion;
 - 4. Court orders;
 - 5. Legislative mandates.

- D. Requirements of Good Faith: The Board of Education shall exercise its discretion in good faith and determine that R.I.F. is necessary. It shall be based on bona fide educational considerations and not be subterfuge.

- E. Determination of Need for Reduction-In-Force:
 - 1. Preliminary Report: It shall be the responsibility of the Superintendent, with the assistance of the administrative staff, to report to the Board at the earliest possible time, any circumstances which may ultimately require R.I.F., in order that the maximum notice to certified personnel be given of the possibility of R.I.F.

Preparation of Plan for R.I.F.: When the Superintendent believes that R.I.F. is necessary, a plan for R.I.F. shall be developed for presentation to and consideration by the Board. The plan shall not identify individuals to be terminated or discharged, such decision not occurring until after Board approval of a R.I.F. plan. The plan shall include consideration of the following:

- a. Cause or causes requiring R.I.F.;
 - b. Adjustment already made by the administration in attempt to avoid R.I.F., if any (e.g. reduction by attrition);
 - c. Plan for R.I.F.;
 - d. Discussion of all alternatives (if any) to the plan proposed or considered by the Superintendent.
2. Board Consideration: The Board shall consider the plan and the recommendations of the Superintendent at a duly called Board meeting, the agenda of which announces that R.I.F. plan will be considered. The discussion and action on the plan shall be in open session; however, nothing herein shall restrict the Board from holding portions of those discussions in closed session, if such discussion would be proper under the Open Meeting Act. The Board may allow such prior review, consultation and comment by employees and such public discussion prior to taking action on the plan as is deemed appropriate.

The plan for R.I.F. adopted by the Board shall be made available to all staff, by providing copies thereof in the Superintendent's office.

- G. Selection of Certified Personnel to be Terminated or Discharged: Based upon the plan approved by the Board, the administration shall perform a study of the certified personnel to determine which person or persons must be discharged or terminated in order to carry out the plan. The following criteria shall be applied in making the selection:

1. Certification: The proper certification of staff to maintain a sound and balanced educational program which is accredited and meets State Educational Standards, as well as the Board's educational program for the district, shall be the primary concern and the initial criterion to be applied in making the R.I.F. selections. Sub-standard certification is inferior to full certification and the person who is fully certified for the available position(s) shall be retained in preference to the person holding a sub-standard certificate.
2. Transfers/Reassignments: The entire school must be taken into account when a R.I.F. is being considered and if there is any position available in the entire school for which a person is qualified and certified, he or she may not be discharged, or, if a tenured person, he or she may not be

terminated, but shall be transferred or reassigned to another assignment in a different area of instruction or administration for which the person is certified and where a position exists.

3. Tenure Status: Certification status being equal between two individuals being considered for termination or discharge, a person with tenure shall be retained in preference to a person without tenure.
- H. Other Selection Criteria: If two individuals are equally or equivalent in certification and/or tenure status and it is necessary to decide which shall be terminated or discharged, the following selections system shall be applied:
1. Service in District: Each person shall be awarded one (1) point for each year of full-time service with Northwest Technology Center during all years of uninterrupted service prior to current year.
 2. Education: The amount of credit for education shall be determined based on degree and additional hours:

a.	B.A.	0 Points
b.	B.A. +10	3 Points
c.	B.A. +20	6 Points
d.	B.A. +45 or M.A.	9 Points
e.	M.A. +15	12 Points
f.	Post M.A. or M.A. +45	15 Points
 3. Selection Based on Scores: The Superintendent shall total the points for service, education and performance. The person with the lowest score shall be the person who is released. The computations of the Superintendent plus the rating forms on the persons considered for release shall be available for review by the person released.
- I. Procedures for Termination or Discharge: Each certified instructor or administrator discharged and each certified school instructor with tenure rights to be terminated shall be entitled to the procedural Due Process required by statute and regulations of the State Board of Education governing discharge of certified school personnel or termination of certified school instructors with tenure rights. The appropriate procedure shall be followed.

At the hearing before the Board, the administration shall have the burden of demonstration, by preponderance of the evidence, that there is not a position available for which the person being released is qualified, in light of the availability of positions, after adoption of the R.I.F. plan and application of the selection criteria.

1. Non-Tenured Personnel: Nothing herein shall be construed as enlarging the right of non-tenured certified school personnel to notice, hearing or

written decision of the Board in connection with termination of non-tenured certified school personnel not reemployed for the succeeding school year, even though the reason for such termination may be R.I.F. Nor shall this policy be construed as conferring any property right on such non-tenured certified school personnel, creating any objective expectancy of reemployment absent compliance with the procedures included in this policy.

2. Tenured Personnel or those Discharged for R.I.F. during Term of Contract: In case of the discharge of a certified employee during the term of a contract or termination of a tenured certified school instructor, the written decision of the Board, required by statute and regulation, shall clearly specify that the release resulted from R.I.F. and not from any cause personal to the person released.

J. Recall of Released Staff

1. Right of Recall: For a period of one year after the effective date of the termination of a tenured certified school instructor or the discharge of any certified employee pursuant to this policy, the Board shall offer to such person any position(s) which becomes available for which such person is certified and qualified, provided that such person has complied with the requirements listed below.
2. Requirement of Expression of Intent: Every certified person discharged and every certified school instructor with tenure rights terminated under this policy who wishes to be considered for recall in the event that an opening develops must file with the Superintendent, within thirty (30) days after the effective date of the discharge or termination a written statement, indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address, within ten (10) days after changing residence in order to insure proper notification in the event of a recall.
3. Notification of Recall and Acceptance: Any person selected for recall hereunder shall receive notification in writing of the recall at the address provided. Such notification shall be by certified mail. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendent's office within ten (10) calendar days after mailing of the recall notice to the person. Rejection of the offer, in writing or by failure to timely respond, shall result in forfeiture by the recalled person of any further rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to

be recalled, or if there is none, the position will be filled by another applicant.

4. **Rights of Recalled Person:** Any person recalled pursuant to this policy shall retain any tenure rights accrued, have all accrued sick leave restored and be given credit for all years of actual service toward earning tenure if non-tenured.

6. **Loss of Rights After One Year:** After the one-year recall period has expired, any person terminated or discharged under this policy shall no longer have any right to be recalled. Such persons who wish to be reemployed shall file applications for employment and will be treated as would any other applicant for a vacant position

Revised 12/7/2009

2.49 Exposure Control of Bloodborne Diseases

Northwest Technology Center believes that there are a number of general principles that should be followed when working with bloodborne pathogens. These include:

- A. It is prudent to minimize all exposure to bloodborne pathogens.
- B. Risk of exposure to bloodborne pathogens should never be underestimated.
- C. Our school should institute as many engineering and work practice controls as possible to eliminate or minimize employee exposure to bloodborne pathogens.

It shall be the policy of Northwest Technology Center to implement and Exposure Control Plan to meet the letter and intent of the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard. The objective of the Plan is as follows:

- A. To protect our employees from the health hazards associated with bloodborne pathogens.
- B. To provide appropriate treatment and counseling should an employee be exposed to bloodborne pathogens.

Direct responsibility for overall management and support of the Exposure Control Plan will be the Assistant Superintendents at the Alva and Fairview Campuses. The Assistant Superintendents will be designated as the Exposure Control Officers and will be assisted in fulfilling the responsibilities by an Exposure Control Committee.

Copies of the Exposure Control Plan are available to employees, students, and patrons at any time. Recognizing the importance of keeping the Exposure Control Plan up-to-date, the Plan will be review and updated.

Adopted 9/8/92

2.50 Employee and Student Sexual Harassment

(See also 4.17 – in Student Section)

Employees/Students in this District shall be free from sexual harassment and hostile sexual environment.

Sexual harassment violates Title VII of the 1964 Civil Rights Act, as amended by the Civil Rights Act of 1991. Any employee/student who is subjected to such harassment and/or a hostile sexual environment, or who has knowledge of such harassment, should report it to the Assistant Superintendent or Equal Opportunity Compliance Officer who are responsible for complaint investigation. The Assistant Superintendent and the Equal Opportunity Compliance Officer will confer and recommend further action to the Superintendent.

Employees and/or students who use their position to obtain sexual favors or imply that submission to or rejection of sexual advances will be used as a basis for grade, retention, referral, or any other decision, shall be subject to strong disciplinary measures, including dismissal.

Employees/students must be free to carry out duties in an environment which treats them with respect and is not allowed to be fraught with sexual hostility. Employees or students who create a hostile work environment which has a sexual or excretory bases or allusion through words, gestures, body positions, body proximity, writings, electronic mail, or any other means, shall be subject to disciplinary action, up to and including dismissal for the teacher, or expulsion for the student. A hostile environment is defined as an environment which limits or precludes a reasonable employee/student from working to his/her maximum potential. The existence of a hostile environment shall be decided only after a full review of all relevant circumstances; provided, it shall be a hostile environment if any employee/student complains about behavior as set forth above in writing and such behavior continues or is allowed to continue; provided further, that if any teacher or aide allows a hostile environment to exist or to continue after the teacher or aide knew or should have known about the situation, then the teacher or aide shall be disciplined accordingly, up to and including dismissal.

Any retaliation against any person who files a sexual harassment complaint, or against any person who provides information or testifies in any sexual harassment investigation, shall be grounds for dismissal. Filing a legal action for defamation shall not be considered retaliation under this paragraph.

Under Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations, no individual may be discriminated against on the basis of sex/gender in any education program or activity receiving Federal financial assistance. Sexual harassment of students is a form of prohibited sex discrimination. The following types of conduct constitute sexual harassment:

Quid Pro Quo harassment – A school employee explicitly or implicitly conditions a student’s participation in an education program or activity or bases an educational decision on the student’s submission to unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid pro quo harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm. Hostile Environmental Sexual Harassment—Sexually harassing conduct (which can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) by an employee, by another student, or by a third party that is sufficiently severe, persistent, or pervasive to limit a student’s ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment.

Adopted 10/5/94

Amended 5/2/05

Amended 12/4/06

2.51 Drug Free Workplace

(See also 4.11 in Student Section)

In order to maintain a healthy educational and working environment in the School District's schools and to comply with the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989 for the purposes of receiving federal assistance, the Northwest Technology Center Board of Education adopts the following policy:

Using, possessing, dispensing, distributing, manufacturing, or being under the influence of a controlled substance, alcoholic beverage, or non-intoxicating beverage (as defined by Oklahoma Law) in any of the School District's facilities, on School District property (including vehicles) or at a School District sponsored function or event by a student or employee of the School District is prohibited. Violation of this prohibition shall result in disciplinary action, which may include dismissal from school or work; or non-reentry of school or non-renewal of employment. Violations which constitute criminal acts will be referred for prosecution.

Adopted 5/7/90

Revised 3/6/95

Revised 6/5/95

2.52 Employee Records Investigation

The Superintendent will determine whether to request a records check of the prospective employee's name only, or a check of the prospective employee's name and fingerprints, or whether to check at all. The Board of Education believes that it has a responsibility to seek only those employees who are qualified in every respect.

The Board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of employees. Therefore, it is the policy of this Board of Education to require a signed release from all prospective employees allowing a felony records check to be conducted as authorized by Oklahoma law. The records check may be initiated by the school district's written request, through the Superintendent, to the State Department of Education.

Further, the Superintendent is authorized to request a state only check, or a state and national search. Such determinations will be made at the discretion of the Superintendent.

If the Superintendent requests that a national records search be conducted, the prospective employee will be required to furnish a fingerprint card to the Oklahoma State Bureau of Investigation (OSBI) and must pay to the OSBI the cost of the records search up to \$50.00.

If the applicant for employment meets all other criteria for employment in this school district, the applicant may be employed on a temporary basis for up to sixty (60) days pending receipt of the felony records search results. If the applicant is offered permanent employment following the review of the records search, the OSBI search fee, if any, will be reimbursed up to a maximum of \$50.00.

Reference: 70 O.S. § 5-142

2.53 Crime Awareness and Campus Security

(See also 4.17 in Student Section)

Northwest Technology Center believes that the public should know how to report a possible crime which occurs at the sites of Northwest Technology Center campuses in Alva and Fairview.

To report a victim or witness needs to contact the Assistant Superintendent of their Campus.

A copy of the disclosure requirements of Crime Awareness and Campus Security Act of 1990 (reference Senate Bill 580 – Cleary Bill – P.L. 101-542) is available in the Financial Aid Handbook in the offices of the Assistant Superintendents or online at <http://www.nwtechonline.com/docs/FinAidHandbook.pdf>.

Adopted 3/6/95
Revised 2/2/2004

2.54 Internet Use

TERMS AND CONDITIONS FOR USE OF INTERNET

Please read the following carefully before signing this document. This is a legally binding document and is a part of the policies of Northwest Technology Center.

Internet access is now available to students and teachers in the Oklahoma public school districts. We are very pleased to bring this access to Oklahoma and believe the Internet offers vast, diverse and unique resources to both students and teachers. Our goal in providing this service to teachers and students is to promote educational excellence in the Oklahoma public schools by facilitating resource sharing, innovation and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Students and teachers have access to:

- ✓ Electronic mail communication with people all over the world
- ✓ Information and news
- ✓ Public domain and shareware of all types
- ✓ Discussion groups on a plethora of topics ranging from diverse cultures to the environment to music to politics
- ✓ Access to many university catalogs

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Northwest Technology Center and the Oklahoma State Department of Education have taken available precautions to restrict access to inappropriate materials. However, on a global network it is impossible to control all materials and an industrious user may discover inappropriate information. Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of the network resources. If a Northwest Technology Center user violates any of these provisions, their access will be terminated and future access will be denied. Additionally, students who violate this agreement will face disciplinary consequences including the possibility of suspension or removal from school. Consequences shall be consistent with the behavior and conduct policies of Northwest Technology Center applicable to students. Likewise, teachers determined to be in violation of this policy may face adverse employment penalties including the possibility of non-reemployment or dismissal. The signature(s) at the end of this document is (are) legally binding and indicates the party(ies) who signed has(have) read the terms and conditions carefully and understand(s) their significance.

INTERNET – TERMS AND CONDITIONS

1) Acceptable Use – The purpose of the Internet, is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. School use must be in support of education and research and consistent with educational objectives. Use of other organization’s network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

THERE IS NO EXPECTATION OF PRIVACY OF ANY USER IN THE USE OF NORTHWEST TECHNOLOGY CENTER’S INTERNET SYSTEM. ITS USE MAY BE PERIODICALLY REVIEWED BY DESIGNATED PERSONNEL. USE OF THE INTERNET SYSTEM IN A MANNER INCONSISTENT WITH THIS POLICY AND AGREEMENT IS STRICTLY PROHIBITED.

2) Privileges and Penalties – The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. Each student who receives access will participate in a discussion with a Northwest Technology Center faculty member pertaining to the proper use of the network. The system administrators and teachers will deem what is inappropriate use and their decision is final. The district may deny, revoke, or suspend specific user access. Additionally, in the event the user incurs any unauthorized costs, fees or charges, they shall be the sole responsibility of the user and not Northwest Technology Center. Likewise, any user who willfully or through gross negligence destroys or damages any District computing resources or equipment shall be held financially responsible for the repair or replacement of the computing resources or equipment.

3) Inappropriate Use – Each system user is expected to comply with all District policies governing internet access and to abide by generally-accepted rules of network etiquette. These general rules include, but are not limited to, the following:

- a) Appropriate language – Do not use abusive language in messages to others. Be polite. Do not use obscene, indecent, lewd or profane language, vulgarities, rude or disrespectful language. Do not engage in personal attacks or activities intended to distress, harass or annoy another user.
- b) Safety – Do not reveal personal contact information about yourself or any other person. This information includes telephone numbers and addresses. Do not use the internet access to arrange meetings with persons you have met on line. Users will promptly disclose to the teacher, District system administrator or to some other member of the faculty or staff any message they consider to be inappropriate or which makes them feel uncomfortable.
- c) Electronic mail – Users should be aware that electronic mail (e-mail) may not be assumed to be a private communication. The District and system

administrators do have access to email. Messages relating to or in support of illegal activities will be reported to the authorities. System users should not post any message which is intended to be private.

- d) Network resources – System users should not use the network in a way that will disrupt the use of the network by other users. **THE NETWORK SHOULD BE USED FOR EDUCATIONAL, PROFESSIONAL AND CAREER DEVELOPMENT ACTIVITIES ONLY.** System users should refrain from downloading large files unless absolutely necessary, and then only when the system is not being heavily used. Such files should be removed from the system computer to the user’s personal computer as soon as possible.
 - e) Intellectual property – Do not plagiarize works obtained from the internet. Users must respect the rights of copyright owners and comply with all limitations imposed upon use of copyrighted material.
- 4) Northwest Technology Center and the Oklahoma State Department of Education make no warranties of any kind, whether expressed or implied, for the service it is providing. Northwest Technology Center and the Oklahoma State Department of Education will not be responsible for any damages suffered. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained via Northwest Technology Center, or the Oklahoma State Department of Education is at the users own risk. Northwest Technology Center is not responsible for the accuracy or quality of information obtained.
- 5) Security - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify a teacher who will in turn notify a system administrator. Do not demonstrate any problems to other users. Do not use individual’s account without written permission from that individual. Attempts to access Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Internet.
- 6) Vandalism - Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any agencies or other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.
- 7) Exception of Terms and Conditions - All terms and conditions as stated in this document are applicable to Northwest Technology Center, and the Oklahoma State Department of Education. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Oklahoma, and the United States of America.

8) Inappropriate Material – Access to information shall not be restricted or denied solely because of the political, religious, or philosophical content of the material. However, system users must realize that rights go hand-in-hand with responsibilities and agree not to use the District system to access information or to distribute information or material which is:

- a) Obscene to minors, meaning (i) material which, taken as a whole, lacks serious artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, obsessive interest in sex by minors.
- b) Libelous, meaning a false and unprivileged statement about a specific individual which tends to harm the individual's reputation.
- c) Vulgar, lewd or indecent, meaning material which, taken as a whole, and average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
- d) Display or promotion of unlawful products of services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
- e) Group defamation or hate literature, meaning material which disparages a group on the basis of race, religious affiliation, ethnic or national origin, gender identity or preference, or handicapped condition or advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, "slurs", insults and abuse.
- f) Disruptive school operations, measures material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

10) Employee Access – In order for any employee of the District to gain access to the to the District system, the employee must sign the Employee Internet Access Agreement.

11) Application and Enforceability – The terms and conditions set forth in this policy shall be deemed to be incorporated in their entirety in the Internet Access Agreement executed by each system user. **BY EXECUTING THE INTERNET ACCESS AGREEMENT, THE SYSTEM USER AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED IN THIS ACCEPTABLE USE POLICY. THE SYSTEM USER ACKNOWLEDGES THAT ANY VIOLATION OF THIS ACCEPTABLE USE POLICY MAY RESULT IN ACCESS PRIVILEGES BEING REVOKED, DISCIPLINARY ACTION BEING TAKEN, INCLUDING, AS TO STUDENTS, DISCIPLINARY ACTION UNDER THE DISTRICT'S STUDENT DISCIPLINE POLICY AND, AS TO EMPLOYEES, ANY SUCH DISCIPLINE AS MAY BE ALLOWED BY LAW, INCLUDING TERMINATION OF EMPLOYMENT.**

2.55 Health Instructors – Criminal Background Check

It shall be the policy of Northwest Technology Center to forward to all clinical sites a copy of the OSBI Criminal Background Check for instructors who shall be working at those sites if the OSBI check discloses a felony or registration as a Sex Offender. If the background check does not contain a felony or registration as a sex offender, the District shall, in writing, notify the clinical site of that fact. The District reserves the right to extend the background check beyond the borders of the State of Oklahoma if it deems necessary.

An instructor's initial background check shall suffice, unless the District is put on notice of some situation that requires additional background checks. The clinical sites shall be notified only if the additional background check shows a felony or sex offender.

The cost of the initial background check and any additional checks shall be borne by the District.

Adopted 7/6/2004

2.56 Student Organizations

Career tech organizations, sponsored by the instructor of each class, are provided to promote activities for citizenship and leadership development. The student activities conducted during the year are an integral part of the curriculum.

Monthly meetings and/or programs will be held during the school day. Students will be given opportunities to participate in skill contests with students from other technology centers.

Adopted 12/7/2009

2.57 Hazing

No student organization or any person associated with any organization sanctioned or authorized by Northwest Technology Center shall engage or participate in hazing.

“Hazing”, for the purpose of this policy means any activity which recklessly or intentionally endangers the mental health or physical health or safety of a student for the purpose of initiation or admission into or affiliation with any organization operating subject to the sanctions of Northwest Technology Center.

“Endanger the physical health” shall include but not be limited to any brutality of physical nature, such as whipping beating, branding, forced calisthenics, exposure to elements, forced consumption of any food, alcoholic beverage as defined by law, drug, controlled dangerous substance, or other substance, or any other forced physical activity which could adversely affect the physical health or safety of the individual.

“Endanger the mental health” shall include any activity, except those activities authorized by law, which would subject the individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact, forced conduct which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental Health or dignity of the individual.

Adopted 12/7/2009

2.58 Malicious Intimidation or Harassment because of Race, Color, Religion, Ancestry, National Origin or Disability (and 4.22)

- A. No person shall maliciously and with the specific intent to intimidate or harass another person because of that person’s race, color, religion, ancestry, national origin or disability:
 - 1. Assault or batter another person;
 - 2. Damage, destroy, vandalize or deface any real or personal property of another person; or
 - 3. Threaten, by word or act, to do any act prohibited by paragraph 1 or 2 of this subsection if there is reasonable cause to believe that such act will occur.

- B. No person shall maliciously and with specific intent to incite or produce, and which is likely to incite or produce, imminent violence, which violence would be directed against another person because of that person’s race, color, religion, ancestry, national origin or disability, make or transmit, cause or allow to be transmitted, by telephonic, computerized, or electronic message.

- C. No person shall maliciously and with specific intent to incite or produce, and which is likely to incite or produce, imminent violence, which violence would be directed against another person because of that person’s race, color, religion, ancestry, national origin or disability, broadcast publish or distribute, cause or allow to be broadcast, published or distributed, any message or material.

- D. Any person convicted of violating A., B., or C. of this section shall be guilty of a misdemeanor on a first offense and a felony for a second or subsequent offense as outlined in 21 O.S. § 850.

Reference: 21 O.S. § 850

Adopted 12/7/2009

2.59 Criminal Records Search

It shall be the policy of Northwest Technology Center (“the District”) that it will obtain the results of a national criminal history record check (“record check”), as defined by Oklahoma Statutes title 74, §150.9, of every prospective 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.

Felony Record Search of Prospective Employees:

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

- A. The District requires a record check of every prospective employee as a condition of employment;
- B. To enable the District to request the search and obtain the results, the applicant must complete and sign an Authorization and Release form provided by the District;
- C. The District will only request a felony record search if the Superintendent recommends employment of the applicant;
- D. 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 felony record search; and
- E. The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee until the District is notified that the search is clear of any felony record. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

If the results of the record check are not received by the District within sixty (60) days, or if the Record Check reveals a prior felony offense conviction, 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. 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 the District’s policies and procedures.

Felony Record Searches of Employees:

The District will also request a record check of the name, fingerprints, social security number or other relevant information of any current District employee if the Board of Education or Superintendent requests a search of that employee's felony record.

Annual Search of Sex Offender and Violent Crime Offender Registries:

Pursuant to Oklahoma Statutes title 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 children.

Reference: 57 O.S. § 589
74 O.S. § 150.9

Adopted: 9/13/2010

2.60 Tobacco Possession and/or Usage (and 4.23)

Northwest Technology Center recognizes that the use of tobacco has been shown to be linked to illnesses and disabilities and that federal and state law prohibits smoking in any indoor facility, or the grounds of thereof, which is used to provide educational services to children.

Therefore, smoking, chewing or any other use of tobacco by staff, students, and members of the public is prohibited on, in, or upon any school property. It is specifically directed that this ban on the use of tobacco products will be in effect 24 hours a day, seven days a week, and will also apply to everyone providing service to the school.

- A. “School property” is defined as all property owned, leased, rented or otherwise used by Northwest Technology Center including but not limited to the following:
 - 1. All interior portions of any building or other structure used for instruction, administration, support services, maintenance or storage.
 - 2. All school grounds over which the school exercises control including areas surrounding any building, and parking areas.
 - 3. All vehicles used by the school for transporting students, staff, visitors or other person.
- B. “Tobacco” is defined as cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and any other kind and form of tobacco prepared in such manner to be suitable for chewing, smoking, or both, and includes any other product packaged for smoking.
- C. “Use” is defined as lighting, chewing, inhaling or smoking any tobacco as defined within this policy.
- D. “Staff” includes, but is not limited to, full-time, part-time and contract employees.

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

In addition to prohibiting the use of tobacco, secondary students are also prohibited from possessing tobacco while on school property. If secondary students are found carrying cigarettes or other tobacco products, the tobacco product will be confiscated.

Adopted 7/6/2011

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3.01 Purchasing

It shall be the policy of Northwest Technology Center to purchase the best quality supplies, equipment, and services, at the lowest possible price. Purchases shall be approved by designated representatives of the Superintendent. Purchasing must conform to the laws of the State of Oklahoma.

It shall be the responsibility of the Superintendent to make purchases for the schools use. The Superintendent or a designee is authorized to approve purchases in accordance with the budget's allocation except when such transactions must be put to bid, as required when the expenditure involved exceeds \$50,000 for the purpose of erecting any public building or making any improvements. Written bids are required for all projects that are less than \$50,000. The exception to the bid requirement is for minor repair, and minor maintenance projects that are less than \$25,000.

References: 70 O.S. § 952-991
61 O.S. § 103
S.L.O. § 954

Revised 2/2/2004
Revised 12/7/2009

3.02 Bidding/Quotes

All contracts for and purchases of supplies, materials, equipment, and contractual services shall be based, when possible, on competitive quotations, or bid prices. Purchases may be made in the open market. Purchases made in the open market shall be consummated after careful pricing. While contracts and open market purchases will normally be awarded to the lowest responsible qualified supplier, comparative quality of goods and/or services may cause deviation from this practice.

Bidding procedures used for construction and/or building improvements will be in accordance with the Public Competitive Bidding Act of 1974.

The Board reserves the right to reject any or all bids, and to accept that bid which appears to be in the best interest of Northwest Technology Center.

The board reserves the right to waive any informalities in, or reject any or all bids, or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. The successful bidder may be required to enter into a written contract with Northwest Technology Center.

Reference: 70 O.S. § 952-991

Revised 2/2/2004

3.03 Purchase Requisitions

All purchases shall be made through a purchase order. Any school related activity which requires payment of money (i.e. purchasing, renting, etc.), and is initiated by an employee must be submitted on a requisition, approved by an Assistant Superintendent or Superintendent, and assigned a purchase order number before the activity is started. Nothing is to be purchased or ordered (approval basis or otherwise) without first turning in a requisition to the proper administrator, receiving approval, and obtaining a purchase order number from the Business Manager at the Superintendent's Office.

3.04 Investment of Funds Policy

The Board of Education directs and authorizes the Woods County Treasurer to invest monies as authorized by section 489, Oklahoma School Laws of 1982 and to reinvest from time to time as funds are available and also deposit the interest derived from investments.

The board of education shall direct the treasurer to responsibly manage the funds of the district considering liquidity, diversification, safety of principal, yield, maturity, quality of the instrument and capability of investment management placing primary emphasis on the safety and liquidity in the investment of funds.

The board of education will review the treasurer's report monthly and make recommendations as required.

References: 70 O.S. § 5-115
S.L.O. § 64

Revised 12/7/2009

3.05 Activity Funds

- A. **Accounting System**
A central bookkeeping system of all activity funds shall be maintained in the offices of the Assistant Superintendents. Such accounting system shall show a complete record of receipts and expenditures of each activity account of all departments. Such records are available at all times to instructors, sponsors, and to the public in general. No activity fund will be carried with a negative balance. An expenditure from the activity fund shall be requested on a requisition form.

- B. **Audit Required**
The Board of Education shall provide for an annual audit of all activity funds. The original report of such audit shall be delivered to the Board of Education.

- C. **A bank deposit will be made daily if there are monies to be deposited.**

- D. **Disbursements**
All disbursements shall be made by check. Checks will be signed by the Superintendent, Assistant Superintendent of the respective campus or the Business Manager in the absence of the Superintendent or Assistant Superintendent; and countersigned by the Custodian of the activity fund or approved Co-singer of the activity fund in the absence of the activity fund Custodian, at the respective campuses.

Disbursements from each fund must be made for the specified purpose for which the fund was credited.

- E. **Investments**
Surplus activity funds may be invested in the United States Treasury Bills, certificates of deposit, or money market checking accounts as approved by the Board of Education. Interest earned will be transferred to accounts at the discretion of the Board of Education.

- F. **Purchases**
Before purchases are made from any student activity fund, the sponsor shall have a requisition approved by the Assistant Superintendent of the respective campus, Superintendent, or Business Manager in the absence of the Assistant Superintendent or Superintendent.

- G. **Receipt Books**
Receipts will be issued for all fees or monies collected for the fund. A duplicate copy of each receipt, which has been numbered consecutively, will be maintained by the activity fund Custodian. All voided receipts shall be marked as such and the original stapled to the duplicate.

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- H. Returned Checks
Once Northwest Technology Center received a check returned for insufficient funds no personal check will be accepted in the future from that individual. Every effort will be made to collect returned checks.

- I. Report of Funds
The business office shall furnish a detailed report to the Board of Education monthly and at the end of the school year a report showing the receipts, disbursements and the financial position of each account.

- J. Check Cashing
No checks will be cashed by Northwest Technology Center.

- K. Petty Cash
A fund of \$200.00 will be set up in the activity accounts at the respective campuses for the purposes of making small cash expenditures, such as postage, freight, or express charges. No single expenditure may exceed \$75.00. A total of \$200.00 cannot be exceeded in one month. The petty cash fund will be reimbursed from the general fund as needed.

Reference: 70 O.S. § 5-129
 S.L.O. § 87

Revised 2/2/2004

3.06 Live Work

Live work is work performed by students in a laboratory, classroom, shop, or in a field setting under written contract and under the direction of the program instructor. The process by which all live work projects will be approved should be outlined in the live work policy. Live work projects should be chosen on the basis of merit in relation to the instructional objectives of the individual program as well as the determined value of the project to allow students to achieve a desired level of competency.

Live work projects may be undertaken for any individual or organization residing within the technology center district. Superintendents, Deputy Superintendents, Assistant Superintendents and local board members shall be ineligible from utilizing live work services. These projects are not to replace other learning activities, nor to compete with other organizations within the district, but are to complement the program learning activities. These projects will allow students to experience situations not easily duplicated in a lab or classroom, and at little or no cost to the school.

Documentation for each live work project will be maintained by the technology center and will contain pre-numbered live work tickets, authorization signatures, signature of the project owner, estimated amount, amount paid or deposited, scope of the work, estimated completion date, and record of all materials and parts purchased. Live work accounts shall be paid in full upon the completion of the project.

The list of live work projects may be reviewed at any time by the ODCTE audit/review staff or others as designated by the State Director of Career and Technology Education. All records of live work projects will be maintained by the technology center for at least 3 fiscal years following the most recent technology center financial audit.

Adopted 2/2/2004

Revised 5/3/2004

3.07 Co-Curricular Meal and Lodging Expenses

The Northwest Technology Center Board of Education may, at its discretion, elect to pay part or all of the meal and lodging expenses of school district students and sponsors involved in authorized co-curricular activities. Administrative procedures shall be developed that will contain documentation requirements and designate the funds from which payments may be made. The general fund may be one of those funds.

Adopted 9/7/04

3.08 Donations

Donations from the general public will only be accepted when it is of benefit to the educational process. Donations will be accepted by the superintendent or his/her designee. Titled items and other items of a value of one thousand dollars (\$1,000.00) or more must be taken to the board of education for acceptance. The board, superintendent, or designees will not be responsible for placing value on donations.

Adopted 9/7/04

3.09 *Lost Warrants/Checks*

It is the policy of the Northwest Technology Center that should the business office receive a report that an issued warrant/check has been lost or destroyed or has not been received, a duplicate may be issued. The District cannot legally issue a duplicate warrant/check until such time as the District has stopped payment on the initial document or the District has received an affidavit from the payee as to the facts concerning the loss or destruction of the original document.

Reference: 70 O.S. §5-189

Adopted 8/8/05

3.10 Fund Balance

It is the policy of the District to maintain fund balance at a level appropriate to provided adequate working capital and to honor all prior commitments.

Non-spendable Fund balance - Funds in this category are amounts that are required to remain intact legally or contractually (principal endowments, permanent scholarships).

Restricted Fund Balance – The Building Fund is restricted by statute to certain capital related costs.

Committed Fund Balance – The District has committed a portion of fund balance in both the General and Building Fund for funding the cash flow needs during the first half of each fiscal year. The collection of property taxes occurs mainly in December through March. This creates a temporary cash flow deficit during the first part of each fiscal year. The committed fund balance is used to finance this temporary cash flow deficit. The fund balance committed to temporary cash flow deficit will be equal to one-third of the Ad Valorem levy for both the General Fund and Building Fund. The Administration/Business Manager will determine the amount of committed fund balance at the end of each fiscal year.

Assigned Fund Balance – The District assigns a portion of the Accrual Basis Fund Balance to honor the commitments made by the District for encumbrances (purchase orders) for which goods or services have not yet been received. The fund balance assigned to encumbrances will be equivalent of the purchase orders rolled forward from the old year to the new year. The Administration/Business Manager will determine the balance of assigned fund balance as a part of the accrual conversion for the audit.

Unassigned Fund Balance - Fund balance represents the funds not restricted in use by statute nor encumbered by purchase orders, legal contracts for the General Fund.

Adopted 3/5/2012

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4.01 Enrollment

- A. High School Students:
Permanent residents of the Northwest Technology Center district, who are attending classes in an Oklahoma high school, shall be exempt from paying tuition.
- B. Daytime Adult Students:
Northwest Technology Center shall admit persons who are above compulsory school age who have the ability to benefit from the programs offered. Adults may enroll on a controlled entry/open exit basis.

Daytime adult tuition shall vary for students in-district and out-of-district, and according to the length of the program.

- C. Secondary at-risk students will be admitted on a case-by-case basis.
- D. Special Needs Students
Northwest Technology Center offers students training designed specifically for entry-level jobs; therefore potential students should be employable and be able to benefit from the training provided.

Secondary students with special needs, seeking career tech education, must receive a diagnostic evaluation by the sending high school prior to acceptance in the career tech program. Under P.L. 94-142, students enrolled in special education must have an Individual Education Plan (IEP). State regulations require a representative from the career tech school to serve on the IEP Team which decides the best educational placement for the student. A vocational assessment of the student is required before placement in any career tech program.

Adult students with special needs, seeking career tech education must satisfy the “Adult Day Enrollment” requirements as stated in the Student Handbook:

1. Must be at least 16 years of age.
2. Must have a high school diploma or G.E.D. Certificate (or meet the provisions of ability-to-benefit)
3. Complete assessment by the Career Tech Staff (interview, fill out application/questionnaire, testing, interpretation of results, career counseling, placement in program).

Additionally, a placement team may be necessary to determine the appropriate program and develop an Individual Career Plan for the student. Members of the placement team include the student (or advocate), family member if applicable, Northwest Technology Center staff (Administrator, Instructor, Counselor),

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Vocational Rehabilitation Services representative, or other social agency representatives requested by the Career Tech School, the student, advocate or family member. The Individual Career Plan developed by the placement team may or may not include educational services from the Career Tech School.

Adult students not qualifying for enrollment as a regular student (based on H.S. Diploma, G.E.D. Certificate or meet ability-to-benefit requirements) may be admitted on a “Provisional Status”. The following conditions are applicable:

1. Enrollment does not lead to a certificate in the program.
2. Enrollment considered as availability in the program exists
3. Student would not be eligible for the Title IV Financial Assistance.

Revised 2/2/2004

4.02 Attendance Policy

Students attending Northwest Technology Center must attend a minimum of ninety percent (90%) of the class sessions each semester for successful program completion. Students who do not maintain this minimum requirement for any reason other than school activities or extenuating circumstances (such as doctor's statement, hospitalization, or death in the family), may be dismissed and/or denied a passing grade in the program.

Students are expected to attend school every day. Regular attendance is essential for good evaluations and success in schoolwork as well as for future employment opportunities. Attendance will represent a part of the student's final grade.

It is the responsibility of the parent or guardian to report a secondary student's absence on the day of the absence by calling the Career Tech School. Students will not be allowed to return to school unless notification by phone (or written excuse) has occurred. Attendance reports will be phoned daily and mailed weekly to the home school for secondary students. Parents will be notified when a student is absent without consent of that parent (or guardian). In compliance with the Oklahoma "Truancy Law," if a child is absent without a valid excuse four (4) or more days or parts of days within a four-week period or is absent without valid excuse for ten (10) or more days or parts of days within a semester, the attendance office shall notify the parent, guardian or custodian of the child and immediately report such absences to the district attorney in the county wherein the school is located for juvenile proceedings pursuant to Title 10 of the Oklahoma Statutes.

Revised 2/2/2004

4.03 Code of Conduct

Personal development and individual growth are very important parts of one's experience at Northwest Technology Center. We hope that pride in oneself and in one's school will be apparent to your fellow students and instructors. All students are expected to conduct themselves in an appropriate manner at all times.

Some examples of misconduct are:

1. Disruption of school and/or class
2. Abusive language/profanity
3. Assault
4. Bullying
5. Damage or destruction of school or private property
6. Carrying of weapons or dangerous instruments
7. Use or possession of tobacco (secondary students)
8. Abuse of driving privileges (speeding, reckless driving, etc.)
9. Unlawful possession, use, distribution, or being under the influence of drugs or alcohol on school property or as part of any school activity.

If misconduct occurs in the school building, on school property, or at school-sponsored activities, disciplinary actions will be taken by the school (regardless of whether criminal charges result).

Misconduct at Northwest Technology Center can lead to suspension. Any secondary student suspended from the home school is automatically suspended from Northwest Technology Center. The student will not be reinstated until said student is reinstated in the home school and Northwest Technology Center is notified by the local school official of what has taken place. The home school will be notified of any disciplinary condition that exists at Northwest Technology Center. The student's grades will be penalized while he/she is under suspension.

Adopted 3/6/95
Revised 9/7/2004

4.04 Discipline Policy

All students' behavior should be conducive to a good learning atmosphere. Students are expected to conduct themselves in a professional manner at all times and treat other students and school staff with respect.

Each student has a right to attend school in an environment that is safe, free of disruptive influences, conducive to learning, and devoted to providing ample opportunity to acquire knowledge and skills. Rules and regulations are necessary for the development and maintenance of this orderly and safe school environment.

The goal of this disciplinary policy is to correct any misconduct by student(s) and to promote adherence to the regulations of the school district. In all cases of misconduct the student must take full responsibility for his/her actions. Each case will be handled in a fair and judicious manner. Due process is an inherent right of each person. Improper behavior will result in disciplinary action which may include the following:

- Instructor/Student/Parent Conference
- Suspension
- Behavior Contract
- Alternative Placement
- Financial Restitution
- Referral to Social Agencies
- Involvement of Law Enforcement
- Any other disciplinary action deemed appropriate under the circumstances

The alternatives for discipline may include the items listed above, but will not be limited to that list. Also this list does not reflect a sequence as to how disciplinary actions will take place.

SUSPENSION

In compliance with Oklahoma School Law, HB2130, effective July 1, 1997, mandates the following for secondary students:

Certain acts committed by students may result in an out-of-school suspension:

- a. Violation of a school regulation
- b. Immorality
- c. Assault
- d. Possession of an intoxicating beverage, low-point beer, wireless telecommunications device, possession of stolen or missing property if the property is reasonably suspected to have been taken from a student, school employee, or the school district
- e. Possession of a dangerous weapon or controlled substance

The maximum length of time for out-of-school suspension for these offenses is the current and succeeding semester; however, the law provides that any student in

possession of a firearm while on public school property or while in any school bus or school vehicle shall be suspended out of school for a period of not less than one year.

For students who are suspended out-of-school, an education plan will be considered to provide for eventual reintegration into school. The parent or guardian of the suspended secondary student is responsible for the provision of a supervised, structured environment for the student and is also responsible for monitoring the student's educational program. All students under suspension are excluded from participation in student organization activities.

Northwest Technology Center will consider alternative in-school placement options instead of out-of-school suspension when appropriate.

A student who has been suspended for a violent offense which is directed towards an instructor shall not be allowed to return to that program without the approval of that instructor.

Students suspended from another school for a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or other students will not be entitled to enroll in an Oklahoma school until the terms of the suspension have been met.

Students who are on an Individual Education Plan (IEP) may also receive an out-of-school suspension or disciplinary removal to an interim alternative educational setting or another setting. An IEP meeting will be held to develop/review/revise a functional behavioral assessment plan and to conduct a manifestation determination; the student's placement in a Northwest Technology Center program will be evaluated to determine if it is appropriate.

APPEAL OF SUSPENSION

Any student who is suspended shall have the right to appeal the administration's decision. If the suspension is ten (10) days or less, students/parents may appeal to a committee of administrators and teachers, to the Board of Education, or to both. An appeal to a committee will result in a hearing conducted immediately. An appeal to the Board of Education must be made in writing to the Superintendent within three (3) school days (of the date of suspension). A hearing before the Board of Education shall be scheduled within five (5) school days of the date the Superintendent receives notice. In all cases, an investigation will be conducted to determine the guilt or innocence of the student and the reasonableness of the suspension. The student shall have the right at the hearing to hear the evidence against the student, to present relevant evidence and to be represented by counsel. If no notice is given within the prescribed time, the decision of the administrator is final.

This information of suspensions and appeals of suspension is presented as a summary and is intended to serve as guidelines for students to follow. Adult students are expected to follow the same guidelines in addition to complying with all requirements of participating in Federal Financial Assistance. A complete policy is available upon request.

SEARCH AND DETENTION

The superintendent, principal, teacher or security personnel shall have the authority to detain and authorize the search for dangerous weapons or controlled dangerous substances of any student on any school premises, while in transit under the authority of the school, or at any function sponsored or authorized by the school. A search shall be conducted by a person of the same ~~sex~~ **gender** as the person being searched.

The administrator authorizing the search shall have authority to detain the student or students to be searched and to preserve any dangerous weapons or controlled dangerous substances that might be in their possession. The administrator shall have the authority to authorize any other persons he/she deems necessary to restrain such pupils or to preserve dangerous weapons or controlled dangerous substances.

The administrator is hereby authorized and directed to make such rules as are necessary for the practical enforcement of the before stated rules and enforcement thereof.

School officials have the right to search the content of school lockers, desks or other school property in order to properly supervise the welfare of students.

Reference: 70 O.S. § 24-102
S.L.O. § 489

Revised 2/2/2004
Revised 12/7/2009

4.05 Family Educational Rights and Privacy Act

Northwest Technology Center maintains an educational record for each student who is, or has been enrolled at Northwest Technology Center. In accordance with the Family Education Rights and Privacy Act of 1974, as amended, (hereinafter “ACT”) the following students’ rights are covered by the Act and afforded to all eligible students at Northwest Technology Center.

1. The right to inspect and review information contained in the student’s educational records
2. The right to request amendment of the contents of the student’s educational records if believed to be inaccurate, misleading, or otherwise in violation of the student’s privacy or other rights.
3. The right to prevent disclosure without consent, with exceptions of personally identifiable information from the student’s educational records.
4. The right to secure a copy of Northwest Technology Center’s policy and administrative regulations.
5. The right to file complaints with the U.S. Department of Education concerning alleged failures by Northwest Technology Center to comply with the provisions of the Act.

Each of these rights with any limitations or exceptions, is explained in Northwest Technology Center’s policy statement, a copy of which may be obtained in the office of the Assistant Superintendent.

Northwest Technology Center may provide directory information in accordance with the provisions of the Act without the written consent of an eligible student unless it is requested in writing that such information not be disclosed (see below). These items listed below are designated as directory information and may be released as to any student for any purpose at the discretion of Northwest Technology Center unless a written request for nondisclosure is on file:

- Category 1: Name, address, telephone number, electronic mail, photograph, dates of attendance, class
- Category 2: Previous Institution(s) attended, major field of study, awards, honors, degree(s) conferred

Any questions concerning the student’s rights and responsibilities under the Family Educational Rights and Privacy Act should be referred to the Office of the Assistant Superintendent. Copies of the complete policy are available upon request.

Adopted 7/29/91
Amended 9/7/2004

4.06 Release of Student Information

Information about students and former students gathered by Northwest Technology Center is of two types: Directory and Confidential. Student information shall be released only according to the following:

DIRECTORY INFORMATION

Directory information means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to the student's name, address, telephone number, electronic mail, photograph, dates of attendance, class, previous institution(s) attended, major field of study, awards, honors, degree(s) conferred.

CONFIDENTIAL INFORMATION

Confidential information is all other information contained in the student's educational record and can be released only upon written consent of the owner of the privacy right, with the exceptions as defined in the Family Educational Rights and Privacy Act of 1974, as amended, which waive prior consent. Confidential information shall only be transferred to a third party on the condition that such party will not permit any other party to have access to the information without written consent of the owner of the privacy.

Adopted 7/29/91
Revised 2/2/2004

4.07 Delegation of Authority

The Board of Education hereby directs the Superintendent to set policies and administrative regulations in regards to:

- * Student Enrollment
- * Enrollment Levels
- * Ability to Benefit and GED
- * Tuition and Material Use Fees
- * Tuition Waiver
- * Refunds and Discounts
- * Student Services
- * Assessment
- * Financial Assistance
- * Attendance
- * Tardy Policy
- * Report of Student Progress
- * Moment of Silence
- * Educational Records
- * FERPA Plan
- * Certification of Completion
- * Dress Code
- * Drug Free Policy
- * Crime Awareness
- * Weapons Free School
- * Sexual Harassment Policy
- * Code of Conduct
- * Discipline
- * Student Grievance Procedure
- * Student Organizations
- * School Sponsored Activities
- * Withdrawal from School
- * Telephone Usage
- * Use of Computing Resources
- * Student Parking
- * Breaks
- * Use of Tobacco
- * Fire and Storm Drills
- * Work Site Learning
- * Permission to Leave
- * Cancellation of Classes
- * Dispensing of Medicines
- * Asbestos Awareness
- * Policy Notification
- * Student Health Policies
- * Legal Issues

Adopted 3/6/95

Amended 10/4/04

4.08 Tuition, Fees and Refunds

Rates for tuition and fees in day programs for out-of-district secondary students and all adults (in-district and out) shall be recommended for approval, disapproval or amendment by the Board of Education. Out-of-district students may be requested to pay an additional amount.

Tuition for AT&D and BIS classes will vary depending upon the length, cost for instructor, and amount and kind of equipment and materials needed to conduct the training.

Refunds may be available based on withdrawal dates.

Tuition, fee and refund information is available in the student handbook and the financial aid handbook.

Amended 3/6/95

Amended 1/3/2005

4.09 Financial Aid/Student Assistance

No financial aid shall be disbursed to an eligible student until the student has completed all necessary documents and signatures.

Students must be in good standing and must be making satisfactory progress according to the institutional aid standards before receiving Title IV assistance.

The Financial Aid Consumer Information Handbook is updated annually to reflect new federal laws. The handbook is maintained by the Financial Aid Coordinator and is available in that office or at www.nwtechonline.com/docs/FinAidHandbook.pdf.

Amended 3/6/95
Revised 2/2/2004

4.10 Communicable Diseases

Whenever any employee or student has reasonable cause to believe any employee or student has any condition known to be a communicable disease that employee or student shall report that belief to the Superintendent.

Any time the Superintendent has reasonable cause to believe an employee or students has any condition known to be a communicable disease, he/she shall do the following:

1. Contact the appropriate county and/or state health official and follow the procedure they outline.
2. Confront the person confidentially; if the person is a minor, then said confrontation shall include the parents of said minor, and require from that person a medical report as to whether the person has the virus or condition, from a physician of the Superintendent's choice.
 - a. The Superintendent may suspend either the employee with pay, or the student, with full protection of his/her rights to continue his/her education.
 - b. If offered the Superintendent must accept and read a medical report from a doctor of the employee's or the student's choice, if it is not the same doctor chosen by the Superintendent.
 - c. If there is conflict in the reports, the Superintendent shall do what he/she believes is reasonable under the circumstances to confirm the reports.
3. After receipt of a positive report, the Superintendent shall immediately consult with the individual concerned, the doctor(s) involved, parents, one person of the choice of the individual concerned, one person of the Superintendent's selection, and any person recommended by the county and/or State Health Department.
4. At this consultation, all parties will have adequate time to present their view and evidence.
5. At the conclusion of this consultation, and after adequate time to reflect and consider, the Superintendent shall render a decision on a course of action which shall be in detail. Such course of action shall consider both the needs of the District and the needs of the individual.
6. The Superintendent's decision shall be final unless appealed to the Board of Education, which appeal may be an oral request.
7. The Board, after a closed hearing in which the individual involved will be guaranteed his/her Constitutional Rights to Due Process, shall render a decision

either affirming, modifying, or reversing the Superintendent's decision. Said decision shall be confidential. **THE BOARD RESERVES THE RIGHT TO CONSULT WITH MEDICAL PROFESSIONALS IN PRIVATE AFTER HEARING ALL TESTIMONY AND SEEING ALL EVIDENCE.**

8. At all times, the Superintendent shall see to the educational needs of a student or the employment rights of the employee and protect them from loss. This will not be construed to extend either educational rights or employment rights beyond those already residing in the individual concerned.
9. If the student has an existing IEP, then the Superintendent shall relinquish his authority to that committee, act as its ad hoc presiding officer, and that committee will take the appropriate and legal actions.

4.11 Drug Free Workplace

(See also 2.51 Drug Free Workplace)

In order to maintain a healthy educational and working environment in the School District's schools and to comply with the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989 for the purposes of receiving federal assistance, the Northwest Technology Center Board of Education adopts the following policy:

Using, possessing, dispensing, distributing, manufacturing, or being under the influence of a controlled substance, alcoholic beverage, or non-intoxicating beverage (as defined by Oklahoma Law) in any of the School District's facilities, on School District property (including vehicles) or at a School District sponsored function or event by a student or employee of the School District is prohibited. Violation of this prohibition shall result in disciplinary action, which may include dismissal from school or work; or non-reentry of school or non-renewal of employment. Violations which constitute criminal acts will be referred for prosecution.

Adopted 5/7/90

Revised 3/6/95

Revised 6/5/95

4.12 Reporting Students Under the Influence of, or Possessing Non-intoxicating Beverages, Alcoholic Beverages, or Controlled Dangerous Substances

It shall be the policy of the Northwest Technology Center Board of Education that any teacher who has reasonable cause to suspect that a student may be under the influence of, or said student has in his or her possession:

1. non-intoxicating beverages (low-point beer)
2. alcoholic beverages
3. controlled dangerous substances

as the above are now defined by state law, shall immediately notify the Assistant Superintendent or his/her designee of such suspicions. The Assistant Superintendent shall immediately notify the Superintendent of schools and a parent or legal guardian of said student of the matter.

Any suspension and/or search of said student shall be subject to any applicable school policy, state law or student handbook regulation.

Every teacher employed by the Northwest Technology Center Board of Education who has reasonable cause to suspect that a student is under the influence of or has in his/her possession non-intoxicating beverages (low-point beer), alcoholic beverages, or a controlled dangerous substance and who reports such information to the appropriate school official, shall be immune from all civil liability.

References: 70 O.S. § 24-138
S.L.O. § 515
70 O.S. § 24-132
S.L.O § 514

Revised 2/2/2004

4.13 Crime Awareness and Campus Security

(See also 2.53 in Employee section)

Northwest Technology Center believes that the public should know how to report a possible crime which occurs at the sites of Northwest Technology Center campuses in Alva and Fairview.

To report a victim or witness needs to contact the Assistant Superintendent of their Campus.

A copy of the disclosure requirements of Crime Awareness and Campus Security Act of 1990 (reference Senate Bill 580 – Cleary Bill – P.L. 101-542) is available in the Financial Aid Handbook in the offices of the Assistant Superintendents or online at <http://www.nwtechonline.com/docs/FinAidHandbook.pdf>.

Adopted 3/6/95
Revised 2/2/2004

4.14 *Acquired Immune Deficiency Syndrome (AIDS)*

The Board of Education believes that its primary responsibility is to provide the opportunity for an education to each school-age child who resides within this district and who is qualified under Oklahoma law to attend school.

It is the policy of this board of education that students who have contracted AIDS will not be denied educational opportunities.

The Superintendent is directed to prepare regulations and/or procedures which support this policy.

Revised 12/7/2009

4.15 Weapons Free School

It is the policy of Northwest Technology Center to comply fully with the Gun-Free Schools Act.

1. Any student in this school district who uses or possesses a firearm at school, at any school-sponsored event, or in or upon any school property including school transportation or school sponsored transportation will be removed from school for not less than one full calendar year.

Firearms are defined in Title 18 of the United States Code, Section 921, as (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive devise including any explosive, incendiary or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or any device similar to the above.

Such firearm or weapon will be confiscated and released only to proper legal authorities.

2. Oklahoma statutes, Title 21, Section 1280.1 prohibits any person, except a peace officer or other person authorized by the board of education of the district, to have in such person's possession on any public or private school property or while in any school bus or vehicle used by any school for transportation of students or teachers any weapon as defined below:

“...any pistol, revolver, dagger, bowie knife, dirk knife, switchblade knife, sprint-type knife, sword cane, knife having a blade which opens automatically by hand pressure applied to a button, spring, or other device in the handle of the knife, blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon.”

A gun or knife designed for hunting or fishing purposes kept in a privately owned vehicle and properly displayed or stored as required by law, or a handgun carried in a vehicle pursuant to a valid handgun license authorized by the Oklahoma Self-Defense Act, shall not be in violation of the provisions of this section, provided such vehicle containing said gun or knife is driven onto school property only to transport a student to and from school and such vehicle does not remain unattended on school property. However, for the purposes of participating in the Oklahoma Department of Wildlife certified hunter training education course or any other hunting, safety or firearms training courses, the principal or chief administrator of any public or private school where said course is offered may

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authorize firearms or other weapons to be brought onto school property and used in such training courses.

Any student who violates this policy will be subject to discipline which may include suspension up to one full calendar year (for firearms) or for any terms less than one calendar year (for weapons other than firearms) as determined by the Superintendent or the Superintendent's designee.

The Superintendent or designee may modify the provisions of this policy on a case-by-case basis. However, any substantial modification must be reported to the board of education at its next meeting.

References: U.S.C. 18-921
21 O.S. §1280.1

Adopted 12/5/94
Revised 2/2/2004

4.16 Adult Training & Development/Business and Industry Services

As an integral part of Northwest Technology Center Adult Training and Development (AT&D) and Business and Industry Services (BIS) programs are scheduled throughout the year.

The financial resources for operation of the AT&D and BIS programs are provided by state funds, local tax dollars, and individual student fees. In most cases the fee charged to the students is minimal considering the nature and quality of the programs when compared to other educational delivery systems.

The facilities at both campuses of Northwest Technology Center are utilized to their fullest. The administration supports the policy that the classrooms, labs, and shops shall be utilized totally in the evening to provide the learning opportunities that are requested by the community.

Realizing that the educational needs of adults sometimes differ from other students, every effort is made to provide opportunities for the adult that are meaningful, enjoyable, and applicable. The offices of the Assistant Superintendents of the respective campuses and the Office of the Superintendent welcomes comments, suggestions, and recommendations for improving the programming efforts at the campuses of Northwest Technology Center.

- A. **Withdrawal and Refund Policy:** Any student who has enrolled in a class which has been cancelled will receive a full refund on their enrollment fee. Full refunds will be given after the first class period if the student does not wish to attend further. Refunds will not be given after that time.
- B. **Certificates of Training:** AT&D and BIS classes are conducted primarily for the adult community. Students must be sixteen (16) years of age or older to attend, and must be registered and have paid all class fees. Visitors are not allowed in classes.

Attendance is taken in all classes. Students receive a certificate in classes if they are recommended by the instructor as having completed the course satisfactorily.

- C. **Textbooks/Grading:** Some classes require a textbook. Except as indicated in the course description, class fees include texts.

Letter grades are not issued for the adult training and development courses. If a student's employer requires a letter grade the instructor must be notified.

- D. **Breaks/Parking:** Students enrolled in the AT&D and BIS courses will confine their smoking to the designated smoking areas and eating and drinking in the break area. Students will park their vehicles in the appropriate designated areas.

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- E. Inclement Weather: School closing for the evening classes will be announced as timely as possible over radio and television stations.

Revised 2/2/2004

4.17 Employee and Student Sexual Harassment

(See also 2.50 in the employee section)

Employees/Students in this District shall be free from sexual harassment and hostile sexual environment.

Sexual harassment violates Title VII of the 1964 Civil Rights Act, as amended by the Civil Rights Act of 1991. Any employee/student who is subjected to such harassment and/or a hostile sexual environment, or who has knowledge of such harassment, should report it to the Assistant Superintendent or Equal Opportunity Compliance Officer who are responsible for complaint investigation. The Assistant Superintendent and the Equal Opportunity Compliance Officer will confer and recommend further action to the Superintendent.

Employees and/or students who use their position to obtain sexual favors or imply that submission to or rejection of sexual advances will be used as a basis for grade, retention, referral, or any other decision, shall be subject to strong disciplinary measures, including dismissal.

Employees/students must be free to carry out duties in an environment which treats them with respect and is not allowed to be fraught with sexual hostility. Employees or students who create a hostile work environment which has a sexual or excretory bases or allusion through words, gestures, body positions, body proximity, writings, electronic mail, or any other means, shall be subject to disciplinary action, up to and including dismissal for the teacher, or expulsion for the student. A hostile environment is defined as an environment which limits or precludes a reasonable employee/student from working to his/her maximum potential. The existence of a hostile environment shall be decided only after a full review of all relevant circumstances; provided, it shall be a hostile environment if any employee/student complains about behavior as set forth above in writing and such behavior continues or is allowed to continue; provided further, that if any teacher or aide allows a hostile environment to exist or to continue after the teacher or aide knew or should have known about the situation, then the teacher or aide shall be disciplined accordingly, up to and including dismissal.

Any retaliation against any person who files a sexual harassment complaint, or against any person who provides information or testifies in any sexual harassment investigation, shall be grounds for dismissal. Filing a legal action for defamation shall not be considered retaliation under this paragraph.

Under Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations, no individual may be discriminated against on the basis of sex/gender in any education program or activity receiving Federal financial assistance. Sexual harassment of students is a form of prohibited sex discrimination. The following types of conduct constitute sexual harassment:

Quid Pro Quo harassment – A school employee explicitly or implicitly conditions a student’s participation in an education program or activity or bases an educational decision on the student’s submission to unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid pro quo harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm. Hostile Environmental Sexual Harassment—Sexually harassing conduct (which can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) by an employee, by another student, or by a third party that is sufficiently severe, persistent, or pervasive to limit a student’s ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment.

Northwest Technology Center believes that the public should know how to report a possible crime which occurs at the sites of Northwest Technology Center campuses in Alva and Fairview.

To report a victim or witness needs to contact the Assistant Superintendent of their Campus.

A copy of the disclosure requirements of Crime Awareness and Campus Security Act of 1990 (reference Senate Bill 580 – Cleary Bill – P.L. 101-542) is available in the Financial Aid Handbook in the offices of the Assistant Superintendents or online at <http://www.nwtechonline.com/docs/FinAidHandbook.pdf>.

Adopted 3/6/1995
Revised 2/2/2004
Revised 5/2/2005
Revised 12/4/2006

4.18 Wireless Telecommunications Devices

It is the policy of the Northwest Technology Center Board of Education that no student shall possess or use an electronic paging device, cellular phone or other wireless telecommunication device while on school premises, while in transit under the authority of the school, or while attending any function sponsored or authorized by the school except with permission granted by the Superintendent or Assistant Superintendent. A secondary student must also have the permission of a parent or guardian.

A student who has received permission to carry a pager or cell phone must keep the device set to silent notification in order to not distract other students.

Cell phone use is not allowed in the classroom, during meetings or during any activity when the ringing or use of the phone would disturb others.

Students found to be in possession of a wireless telecommunications device in violation of the rules will be warned once and on the second offense the device will be confiscated and returned to the owner at the end of the school day.

Reference: 70 O.S. § 24-101.1

Revised 12/7/2009

4.19 Internet Use

TERMS AND CONDITIONS FOR USE OF INTERNET

Please read the following carefully before signing this document. This is a legally binding document and is a part of the policies of Northwest Technology Center.

Internet access is now available to students and teachers in the Oklahoma public school districts. We are very pleased to bring this access to Oklahoma and believe the Internet offers vast, diverse and unique resources to both students and teachers. Our goal in providing this service to teachers and students is to promote educational excellence in the Oklahoma public schools by facilitating resource sharing, innovation and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Students and teachers have access to:

- ✓ Electronic mail communication with people all over the world
- ✓ Information and news
- ✓ Public domain and shareware of all types
- ✓ Discussion groups on a plethora of topics ranging from diverse cultures to the environment to music to politics
- ✓ Access to many university catalogs

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Northwest Technology Center and the Oklahoma State Department of Education have taken available precautions to restrict access to inappropriate materials. However, on a global network it is impossible to control all materials and an industrious user may discover inappropriate information. Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of the network resources. If a Northwest Technology Center user violates any of these provisions, their access will be terminated and future access will be denied. Additionally, students who violate this agreement will face disciplinary consequences including the possibility of suspension or removal from school. Consequences shall be consistent with the behavior and conduct policies of Northwest Technology Center applicable to students. Likewise, teachers determined to be in violation of this policy may face adverse employment penalties including the possibility of non-reemployment or dismissal. The signature(s) at the end of this document is (are) legally binding and indicates the party(ies) who signed has(have) read the terms and conditions carefully and understand(s) their significance.

INTERNET – TERMS AND CONDITIONS

1) Acceptable Use – The purpose of the Internet, is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. School use must be in support of education and research and consistent with educational objectives. Use of other organization’s network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

THERE IS NO EXPECTATION OF PRIVACY OF ANY USER IN THE USE OF NORTHWEST TECHNOLOGY CENTER’S INTERNET SYSTEM. ITS USE MAY BE PERIODICALLY REVIEWED BY DESIGNATED PERSONNEL. USE OF THE INTERNET SYSTEM IN A MANNER INCONSISTENT WITH THIS POLICY AND AGREEMENT IS STRICTLY PROHIBITED.

2) Privileges and Penalties – The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. Each student who receives access will participate in a discussion with a Northwest Technology Center faculty member pertaining to the proper use of the network. The system administrators and teachers will deem what is inappropriate use and their decision is final. The district may deny, revoke, or suspend specific user access. Additionally, in the event the user incurs any unauthorized costs, fees or charges, they shall be the sole responsibility of the user and not Northwest Technology Center. Likewise, any user who willfully or through gross negligence destroys or damages any District computing resources or equipment shall be held financially responsible for the repair or replacement of the computing resources or equipment.

3) Inappropriate Use – Each system user is expected to comply with all District policies governing internet access and to abide by generally-accepted rules of network etiquette. These general rules include, but are not limited to, the following:

- a) Appropriate language – Do not use abusive language in messages to others. Be polite. Do not use obscene, indecent, lewd or profane language, vulgarities, rude or disrespectful language. Do not engage in personal attacks or activities intended to distress, harass or annoy another user.
- b) Safety – Do not reveal personal contact information about yourself or any other person. This information includes telephone numbers and addresses. Do not use the internet access to arrange meetings with persons you have met on line. Users will promptly disclose to the teacher, District system administrator or to some other member of the faculty or staff any message they consider to be inappropriate or which makes them feel uncomfortable.
- c) Electronic mail – Users should be aware that electronic mail (e-mail) may not be assumed to be a private communication. The District and system

administrators do have access to email. Messages relating to or in support of illegal activities will be reported to the authorities. System users should not post any message which is intended to be private.

- d) Network resources – System users should not use the network in a way that will disrupt the use of the network by other users. **THE NETWORK SHOULD BE USED FOR EDUCATIONAL, PROFESSIONAL AND CAREER DEVELOPMENT ACTIVITIES ONLY.** System users should refrain from downloading large files unless absolutely necessary, and then only when the system is not being heavily used. Such files should be removed from the system computer to the user’s personal computer as soon as possible.
 - e) Intellectual property – Do not plagiarize works obtained from the internet. Users must respect the rights of copyright owners and comply with all limitations imposed upon use of copyrighted material.
- 4) Northwest Technology Center and the Oklahoma State Department of Education make no warranties of any kind, whether expressed or implied, for the service it is providing. Northwest Technology Center and the Oklahoma State Department of Education will not be responsible for any damages suffered. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained via Northwest Technology Center, or the Oklahoma State Department of Education is at the users own risk. Northwest Technology Center is not responsible for the accuracy or quality of information obtained.
- 5) Security - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify a teacher who will in turn notify a system administrator. Do not demonstrate any problems to other users. Do not use individual’s account without written permission from that individual. Attempts to access Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Internet.
- 6) Vandalism - Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any agencies or other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.
- 7) Exception of Terms and Conditions - All terms and conditions as stated in this document are applicable to Northwest Technology Center, and the Oklahoma State Department of Education. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Oklahoma, and the United States of America.

8) Inappropriate Material – Access to information shall not be restricted or denied solely because of the political, religious, or philosophical content of the material. However, system users must realize that rights go hand-in-hand with responsibilities and agree not to use the District system to access information or to distribute information or material which is:

- a) Obscene to minors, meaning (i) material which, taken as a whole, lacks serious artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, obsessive interest in sex by minors.
- b) Libelous, meaning a false and unprivileged statement about a specific individual which tends to harm the individual's reputation.
- c) Vulgar, lewd or indecent, meaning material which, taken as a whole, and average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
- d) Display or promotion of unlawful products of services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
- e) Group defamation or hate literature, meaning material which disparages a group on the basis of race, religious affiliation, ethnic or national origin, gender identity or preference, or handicapped condition or advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, “slurs”, insults and abuse.
- f) Disruptive school operations, measures material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

10) Employee Access – In order for any employee of the District to gain access to the to the District system, the employee must sign the Employee Internet Access Agreement.

11) Application and Enforceability – The terms and conditions set forth in this policy shall be deemed to be incorporated in their entirety in the Internet Access Agreement executed by each system user. **BY EXECUTING THE INTERNET ACCESS AGREEMENT, THE SYSTEM USER AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED IN THIS ACCEPTABLE USE POLICY. THE SYSTEM USER ACKNOWLEDGES THAT ANY VIOLATION OF THIS ACCEPTABLE USE POLICY MAY RESULT IN ACCESS PRIVILEGES BEING REVOKED, DISCIPLINARY ACTION BEING TAKEN, INCLUDING, AS TO STUDENTS, DISCIPLINARY ACTION UNDER THE DISTRICT'S STUDENT DISCIPLINE POLICY AND, AS TO EMPLOYEES, ANY SUCH DISCIPLINE AS MAY BE ALLOWED BY LAW, INCLUDING TERMINATION OF EMPLOYMENT.**

4.20 Health Student – Criminal Background Check

(For students 18 years of age or older)

It shall be the policy of Northwest Technology Center beginning fiscal year 2006, that a Criminal Background Check shall be completed on health area student over eighteen years of age whose course completion requires successful clinical experience. Such background check shall be done no earlier than three months prior to beginning the clinical experience. Further checks shall be conducted if the student leaves the program and returns to that program or another program or if District has reasonable suspicion that further checks should be completed. The District reserves the right to extend the background check beyond the borders of the State of Oklahoma if it deems necessary.

Clinical sites shall be notified of the background checks in the following manner:

1. If the Criminal Background Check fails to reveal any conviction for a felony or registration as a sex offender, the clinical site shall be informed in writing that the Criminal Background Check has been completed and that no felony or registration as a sex offender was found.
2. If the Criminal Background Check reveals any conviction for a felony or registration as a sex offender, the District and the clinical site shall meet and discuss the background check. The student shall be required to provide certified court documents about any conviction or registration listed on the background check which are acceptable to both the clinical site and the District for the representatives to review. The student may be allowed to comment on any felony conviction or registration as a sex offender prior to any decision on admission or denial of admission of the student to a clinical experience. The decision whether or not to allow the student to be a part of the clinical experience shall be a joint decision and shall be reduced to writing and kept in a confidential file at the District's offices. The Criminal Background Check shall be filed in the student's district file, but the clinical site shall have access to it for reasonable use.

Any student denied a clinical rotation may request the representatives of the District and the Clinical site to reconsider; but, no other appeal shall be allowed.

Adopted 7/6/2004
Amended 1/3/2005

4.21 Self Administration of Inhaled Asthma Medication

As per §70-1-116.3 Northwest Technology Center permits the self-administration of inhaled asthma medication by a student for treatment of asthma and the self-administration of anaphylaxis medication by a student for treatment of anaphylaxis with the following requirements:

- A. The parent or guardian of a minor student must authorize in writing the authorization of the student’s self-administration of medication.
- B. The parent or guardian of the minor student, or an adult student himself, must provide a written statement from the physician treating the student that the student has asthma or anaphylaxis and is capable of, and has been instructed in the proper method of, self-administration of the medication.
- C. the parent or guardian of a minor student and the adult student himself must provide to the school an emergency supply of the student’s medication to be administered pursuant to the provisions of Section 1-116.2 of this title.
- D. Northwest Technology Center will inform the parent or guardian of a minor student or the adult student himself, in writing, that the school district and its employees and agents shall incur no liability as a result of any injury arising from the self-administration of medication by the student.
- E. The parent or guardian of the minor student or the adult student himself shall sign a statement acknowledging that the school district shall incur no liability as a result of any injury arising from the self-administration of medication by the student.

As used in this section find the following definitions:

- A. “Minor student” means a student under the legal age of 18.
- B. “Adult student” means a student over the legal age of 18 or a student who has been legally emancipated.
- C. “Medication” means a metered dose inhaler or a dry powder inhaler to alleviate asthmatic symptoms, prescribed by a physician and having an individual label, or an anaphylaxis medication used to treat anaphylaxis, including but not limited to prescription or written direction from a physician and having an individual label.
- D. “Self-administration” means a student’s use of medication pursuant to prescription or written direction from a physician.

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The permission for self-administration of asthma or anaphylaxis medication is effective for the school year for which it is granted and shall be renewed each subsequent school year upon fulfillment of the requirements of this section.

A student who is permitted to self-administer asthma or anaphylaxis medication pursuant to this section shall be permitted to possess and use a prescribed inhaler or anaphylaxis medication, including but not limited to an Epinephrine injector, at all times.

Reference 70 O.S. §1-116.3

Adopted 12/7/2009

4.22 Malicious Intimidation or Harassment because of Race, Color, Religion, Ancestry, National Origin or Disability (and 2.58)

- A. No person shall maliciously and with the specific intent to intimidate or harass another person because of that person’s race, color, religion, ancestry, national origin or disability:
 - 1. Assault or batter another person;
 - 2. Damage, destroy, vandalize or deface any real or personal property of another person; or
 - 3. Threaten, by word or act, to do any act prohibited by paragraph 1 or 2 of this subsection if there is reasonable cause to believe that such act will occur.

- B. No person shall maliciously and with specific intent to incite or produce, and which is likely to incite or produce, imminent violence, which violence would be directed against another person because of that person’s race, color, religion, ancestry, national origin or disability, make or transmit, cause or allow to be transmitted, by telephonic, computerized, or electronic message.

- C. No person shall maliciously and with specific intent to incite or produce, and which is likely to incite or produce, imminent violence, which violence would be directed against another person because of that person’s race, color, religion, ancestry, national origin or disability, broadcast publish or distribute, cause or allow to be broadcast, published or distributed, any message or material.

- D. Any person convicted of violating A., B., or C. of this section shall be guilty of a misdemeanor on a first offense and a felony for a second or subsequent offense as outlined in 21 O.S. § 850.

Reference: 21 O.S. § 850

Adopted 12/7/2009

4.23 Tobacco Possession and/or Usage (and 2.60)

Northwest Technology Center recognizes that the use of tobacco has been shown to be linked to illnesses and disabilities and that federal and state law prohibits smoking in any indoor facility, or the grounds of thereof, which is used to provide educational services to children.

Therefore, smoking, chewing or any other use of tobacco by staff, students, and members of the public is prohibited on, in, or upon any school property. It is specifically directed that this ban on the use of tobacco products will be in effect 24 hours a day, seven days a week, and will also apply to everyone providing service to the school.

- A. “School property” is defined as all property owned, leased, rented or otherwise used by Northwest Technology Center including but not limited to the following:
 - 1. All interior portions of any building or other structure used for instruction, administration, support services, maintenance or storage.
 - 2. All school grounds over which the school exercises control including areas surrounding any building, and parking areas.
 - 3. All vehicles used by the school for transporting students, staff, visitors or other person.
- B. “Tobacco” is defined as cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and any other kind and form of tobacco prepared in such manner to be suitable for chewing, smoking, or both, and includes any other product packaged for smoking.
- C. “Use” is defined as lighting, chewing, inhaling or smoking any tobacco as defined within this policy.
- D. “Staff” includes, but is not limited to, full-time, part-time and contract employees.

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

In addition to prohibiting the use of tobacco, secondary students are also prohibited from possessing tobacco while on school property. If secondary students are found carrying cigarettes or other tobacco products, the tobacco product will be confiscated.

Adopted 7/6/2011

4.24 Post Military Education and Advanced Standing

(Post-Military Service Occupation, Education and Credentialing Act)

The Board of Education recognizes that service members acquire knowledge and skills during military duty and, as a consequence, the board has established procedures which permit veterans and others to attain advanced academic standing linked to military service or other education, training or experience. In accord with the *Post-Military Service Occupation, Education and Credentialing Act* (“Act”) [OKLA. STAT. tit. 59, § 4100.2], the technology center will award appropriate academic credit in its education programs consistent with the experience, education and training of military personnel. The school’s award of advanced standing in accordance with the Act will supplement its existing procedures for advanced standing for career majors.

In order to be considered for an award of academic credit under the Act, an applicant must have been honorably discharged from the United States Armed Forces within three (3) years from the date of enrollment at the technology center. The registrar or other employees designated by the superintendent is authorized to meet with the applicant and compare the applicant’s education, training and experience with the requirements of the applicant’s proposed program of study/career major. The applicant is responsible for supplying the requisite information and records essential to any award of credit. For purposes of the Act, the technology center shall utilize the *Guide to the Evaluation of Educational Experiences in the Armed Services* (published by the American Council on Education) to make this analysis and determine appropriate credit to be awarded. The process of awarding credit for military education, training and experience shall be conducted in a manner similar to the review process for transfer of education credits earned at another institution. The technology center’s decision regarding an award of credit is a final decision that is not subject to appeal.

Applicants may also meet requirements for advanced academic standing as provided for in “Prior Credit/Advanced Standing Credit for Adult Students” located in the Student Handbook.

Adopted: 12/03/2012

5.00 COMMUNITY

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5.01 Open Records

The records of Northwest Technology Center, except those records specifically exempted in the Oklahoma Open Records Act, shall be open to the public for inspection during office hours and in the presence of a designated employee.

Copies of records will be produced at a per page price established by the business office to cover reproduction expenses and staff search and copying time.

No fees for search or copying shall be applicable when the use and release of documents is in the public interest as specified in the Open Records Act.

Persons requesting copies must sign a copy request form and pay in advance for the copies requested, pursuant to the fee schedule.

O.S. 51-24A.1-27 (Oklahoma School Law 526)

5.02 Request for Use of Facilities

Education and training activities conducted, sponsored or co-sponsored by Northwest Technology Center have first priority in uses of facilities. Groups, organizations, businesses, etc., may be granted permission to use district owned facilities under the following conditions:

1. Room use will be scheduled through the Assistant Superintendent at each campus based upon space available; school use has priority over all outside groups, organizations, businesses, etc.
2. Businesses requesting to use school facilities will be required to pay a Facility Use Fee.
3. Organizations, groups, etc., whose primary function is education/training, community service or similar purposes may use school facilities and are exempt from the Facility Use Fee. Groups exempt from the fee should have non-profit status either legally or in practice.
4. Interactive Educational Television (IETV) transmissions at each campus are available to send or receive classes, seminars, meetings, etc., by agencies, businesses or organizations. Fees and requirements for use of IETV transmissions are denoted in a fee schedule in the Administrative Regulations.
5. Any group, organization, business, etc., using school facilities agrees to assume full liability for any damages to equipment, furniture or facilities.
6. All non-school groups, organizations, businesses, etc., using school facilities may be assessed additional fees for proctors, custodians, coffee, duplication costs, etc., contingent upon the type of meeting, scheduled time, etc.
7. A refundable deposit may be required to schedule the use of facilities at Northwest Technology Center.
8. A complete fee schedule is outlined in the Administrative Regulations.
9. Northwest Technology Center reserves the right to cancel or reschedule programs when necessary because of conflicting school activities, or to maintain the integrity of the education and training mission of the school, or for any reason that cancellation would be in the best interests of the school.

6.00 TRANSPORTATION

6.00 TRANSPORTATION..... 1
6.01 Transportation..... 2

6.01 Transportation

The transportation from the in-district sending school to Northwest Technology Center of secondary students who are enrolled in a three-period block of instruction during the day is the responsibility of Northwest Technology Center.

Northwest Technology Center will contract with one or more of the local school districts to transport students to and from Northwest Technology Center and/or on related auxiliary activities. The vehicles shall operate under the current school laws of Oklahoma.

Northwest Technology Center may contract with parents of sending school secondary students for transportation when normal bus route transportation is not available. The sending school, parents, and Northwest Technology Center must approve any agreement for this type of transportation.

Upon approval of the Northwest Technology Center Board of Education, postsecondary students enrolled in Northwest Technology Center programs may be transported, as space is available on established bus routes and related auxiliary activities. Arrangements for the transportation of adult students must be cleared through the Northwest Technology Center Assistant Superintendent's Office and the sending school's Principal's Office.

7.00 GENERAL RULES AND POLICIES

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7.01 Advertising

No individual, group, or organization shall be permitted to use school facilities, school equipment, or school organizations as a sole purpose for advertising. School officials shall screen all contests and activities in order to insure that the school does not become involved in controversial or compromising situations.

7.02 Tobacco Use Policy

The use of tobacco is widely recognized as a major public health problem. The Board believes that a pleasant environment should be provided for all students, employees, and patrons; further, the Board recognizes the rights of non-users of tobacco to a healthy and comfortable environment, but acknowledges the preference of tobacco users.

All District facilities shall be designated as tobacco free. Use of any tobacco product including cigarettes, cigars, pipes, snuff, or chewing tobacco is prohibited inside of buildings. All inside facilities are designated non-smoking. For adults, smoking is allowed only in designated smoking areas outside of the buildings. For secondary students, use or possession of any tobacco product is prohibited.

All employees, students, visitors and patrons are expected to honor the above designations. The school administration and instructors bear the responsibility of enforcement of the policy and for addressing complaints concerning the use of any type of tobacco (including smoke or smokeless products).

Revised 2/2/2004

7.03 Safety Plan

The Northwest Technology Center Board of Education hereby declares its concern for the safety of the district's employees, and pledges to initiate whatever programs may be required to insure this safety. Since employees are considered our most valuable asset, we will establish and maintain healthful and safe working conditions and insist on safe work practices and methods.

It is the intent of Northwest Technology Center to comply with all applicable regulations and laws concerning employee safety.

The Board of Education hereby confers to the Superintendent of Schools the responsibility for compliance with all applicable health and safety regulations within this district; this board also confers to the Superintendent the power to establish such procedures and personnel positions as shall be necessary to accomplish this compliance, including, but not limited to the systems, controls, procedures, and practices outlined in the Administrative Regulations Handbook.

Adopted 12/88
Amended 3/6/95
Amended 9/7/04

7.04 Grievance Procedures for Filing, Processing, and Resolving Complaints from Students, Parents, Employees, and Patrons of Northwest Technology Center

A. PURPOSE

It is the policy of Northwest Technology Center School District #10 to adopt and publish a grievance procedure which provides for a prompt and equitable resolution of complaints from students, parents, employees and patrons of the school district.

The grievance procedure adopted is designated to handle complaints related to any of the following:

1. An alleged action that is specifically prohibited by state or federal law, including prohibitions against discrimination, sexual harassment and the release of confidential information; also an alleged violation of equal employment opportunity requirements, laws which require the disclosure of certain information, and/or an alleged violation of any other consumer protection law applicable to a Technology Center School and recipients of state or federal funds. Alleged action is contained in the following federal laws:
 - a. Title VII of the Civil Rights Act (Sexual Harassment)
 - b. Title VI of the Civil Rights Act of 1964
 - c. Title IX of the Education Amendments of 1972
 - d. Section 504 of the Rehabilitation Act of 1973
 - e. Title II of the Americans with Disabilities Act of 1990
 - f. Family Educational Rights and Privacy Act
 - g. Student Right to Know and Campus Security Act
 - h. Oklahoma Open Records Act
 - i. Age Discrimination Act of 1975
2. An alleged violation of the rules and regulations or the standards of accreditation established for the operation of area technology center schools;
3. An alleged violation of the terms and conditions of contracts or agreements established with other entities to provide support services or vocational training to specific individuals or groups; or
4. An alleged violation of inappropriate application of institutional and/or school district policy.
5. An alleged violation of the code of ethics for all staff, administrators and board members.

6. Filing Options: Although the grievance procedure is designed to encourage the resolution of complaints at the local level, the provisions of some laws provide the grievant the option of filing a complaint directly with the agency responsible for compliance. When this option is available, the address for filing complaints will be noted with the description of the specific law.
7. Accrediting Agency Option: When a grievance is filed for Title IX or Section 504 of the Rehabilitation Act, a grievant has the option to seek assistance within the appropriate office of the Oklahoma Department of Career and Technology Education:

Oklahoma Department of Career and Technology Education
1500 West Seventh Avenue
Stillwater, Oklahoma 74074-4364
(800) 522-5810 or (405) 377-2000

8. Exceptions: Participants in the federal student financial assistance programs who are denied aid due to failure to maintain satisfactory academic progress may file a written appeal with the financial aid office for reconsideration of the suspension due to extenuating circumstances. This appeal procedure, as well as the requirements for reinstatement, are described in the Financial Aid/Consumer Information Handbook.

Procedures for appealing grades and for appealing a suspension or expulsion from school are described under the discipline code in the student handbook.

B. DEFINITIONS:

1. Grievance: A formal written complaint, submitted in accordance with the established procedure, alleging a violation of any applicable statute, rule or regulation which requires or prohibits certain actions, a violation of any applicable accreditation standard, a violation of training agreements with other schools/agencies, or a violation or inappropriate application of any school district policy.
2. Grievant: A student parent, employee or patron of the school district who, individually or collectively, submits a complaint in accordance with the established procedures, alleging a violation of any action under the definition of a grievance.
3. Respondent: The person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with

responsibility for a particular action or those persons with supervisory responsibility for the procedures and policies relating to the complaint.

4. Title IX/504 Compliance Coordinator/Grievance Manager: the person(s) designated by the Superintendent to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Title II of the Americans with Disabilities Act of 1990. The Title IX/504 compliance coordinator serves as the preliminary investigator for complaints alleging a violation of any law which prohibits discrimination and serves as the moderator and recorder during hearings. Male and Female Coordinators are designated for each campus with access to either coordinator available to any grievant. The names of the designated individuals for each campus shall be posted.

Alva Campus
1801 S. 11th
Alva, OK 73717
(580) 327-0344

Fairview Campus
801 Vo-Tech Drive
Fairview, OK 73737
(580) 227-3708

5. Day: Day means a working day. The calculation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.

C. PRE-FILING PROCEDURES:

Prior to filing a written complaint, the grievant is encouraged to visit with one of the school's Title IX/504 compliance coordinator/grievance managers. Reasonable effort should be made to resolve the complaint on an informal basis. If the complaint is not resolved under this procedure, then the grievant may continue efforts to resolve the complaint under the "filing and processing complaints" section of these procedures.

Prior to the filing of a written complaint a student should contact his/her instructor. Employees should contact the immediate supervisor. Patrons should contact the Assistant Superintendent and seek to resolve the problem.

D. FILING AND PROCESSING COMPLAINTS:

1. The grievant submits written complaint to the Title IX/504 Compliance Coordinator/Grievance Manager stating name, nature and date of alleged violation; names of persons responsible (where known) and requested action. Complaint must be submitted within thirty (30) days of the alleged violation. Complaint forms are available in the offices of the Compliance Coordinator/Grievance Managers.
2. The Title IX/504 Compliance Coordinators notify respondent within ten (10) days and asks respondent to: confirm or deny facts; indicate

acceptance or rejection of student's, employee's or patron's requested action; or outlines alternatives.

3. The respondent submits answer to the Title IX/504 Coordinators/Grievance Managers within ten (10) days of receipt of written complaint from same. If the grievant is satisfied, the complaint shall be dismissed, if not:
4. Within ten (10) days after receiving the respondents answer the Title IX/504 Coordinators/Grievance Managers shall schedule a hearing. The grievant shall appoint one member of the hearing committee, and those two will appoint a third who will serve as Chairperson, all to be employees of Northwest Technology Center School District #10.
5. After the hearing has been conducted, at which time all parties may be represented by legal counsel, the Committee will file its report with the Superintendent of the institution within ten (10) days and said Superintendent will thereupon implement said report or provide the grievant reasons in writing why all or any portion of the report will not be implemented.
6. If the grievant continues to be dissatisfied, the decision may be appealed to the Board of Education at which time, within ten (10) days, the report will be reviewed and the Board shall issue its order either affirming, overruling, or modifying said report.
7. In such cases as the Superintendent might be the respondent to a grievance, the as yet uninvolved campus coordinator/grievance manager shall be designated as the agent to serve in the place of the Superintendent for steps 5 and 6.

E. GENERAL PROVISIONS

1. **Right to File a Complaint:** Any person(s), individually or collectively, presenting a grievance or complaint in good faith and in accordance with these grievance procedures, shall be protected from reprisal or harassment for exercising their right to use the grievance procedure.
2. **Record of Complaints:** In accordance with the Program Integrity provisions of the Higher Education amendments of 1992 (Title IV, Part H, Subpart II, Accrediting Agency Approval), schools must maintain a "record of complaints", to be submitted annually to the school's accrediting agency. The complaint records will be reviewed to determine if any complaint indicates a possible violation of accreditation standards. Complaints resolved under the pre-filing procedures are not included as a

part of the official record of complaints, nor are they included in the annual report to the Accrediting Agency.

3. **Record Retention Requirement:** All complaint proceedings, records, and resolutions will be maintained in the office of the Superintendent for five (5) years.
4. **Access to Regulations:** Northwest Technology Center shall provide copies of all regulations prohibiting discrimination on the basis of age, race, color, national origin, religion, gender, qualified handicap, or veteran status upon request.
5. **Confidentiality of Records:** Complaint records will remain confidential unless permission is given by the parties involved to release such information. No complaint record shall be entered in the student's or employee's file.
6. **Extension of Time:** Any time limits set by those procedures may be extended by mutual consent of parties involved. The total number of days from date that complaint is filed until complaint is resolved should be no more than ninety (90) days.
7. **Confidentiality of Hearings:** All hearings will be closed except the hearing before the Board of Education.
8. **Additional Complaints:** No additional complaints may be added after written complaint is submitted. No additional information may be added that was not introduced during the first hearing with the Grievant, Respondent, and Coordinator.
9. **Parental Notification:** When a grievant who is not eighteen (18) years of age files a complaint the parents/guardians will be notified.

Adopted 4/3/95

Amended 6/7/2004

7.05 Crisis Management/Communication Plan

The Board of Education directs the Superintendent to establish a crisis management and communication plan to set forth proper guideline for the staff of Northwest Technology Center to follow in the handling of a crisis situation.

7.06 *Healthy and Fit School Advisory Committee*

Recognizing the need to teach our students to maintain a healthy and fit lifestyle Northwest Technology Center establishes a Healthy and Fit School Advisory Committee. The Committee shall be composed of at least six (6) members who shall study and make recommendations to the Superintendent regarding:

1. Health Education
2. Physical Education
3. Nutrition and Health Services

Reference: 70 O.S. § 24-100a

Adopted 10/4/04

7.07 School Visitors

The Assistant Superintendents and/or his designee shall have the authority and power to direct any person to leave the school who is not a student, officer or employee who interferes with the peaceful conduct of activities at the school, commits an act which interferes with the peaceful conduct of activities at the school; or enters the school for the purpose of committing an act which may interfere with the peaceful conduct of activities at the school.

Any person who fails to leave the school as directed or returns within six (6) months thereafter, without first obtaining written permission from the Assistant Superintendent or his designee, shall be guilty of a misdemeanor.

“Interferes with the peaceful conduct” includes actions that directly interfere with classes, study, student or faculty safety, parking areas, or extracurricular activities; threatening or stalking any person; damaging or causing waste to any property belonging to another person or the school; or direct interference with administration, maintenance or security of property belonging to the school.

Any person removed from the school pursuant to this section shall be given written notice of the procedure for requesting a hearing and filing a grievance or appeal.

References: 21 O.S. § 1375 and 1376

Adopted 12/7/2009