

## **MANAGEMENT AND INVESTMENT OF FUNDS**

This investment policy is adopted in accordance with the provisions of applicable law by the board of education. This policy sets forth the investment policy for the management of the public funds of the district. The policy is designed to ensure prudent management of public funds, the availability of funds when needed, and reasonable investment returns.

### Investment Authority:

The district treasurer is required by the board of education to invest district monies in the custody of the treasurer in those investments permitted by law. The treasurer shall, to the extent practicable, use competitive bids when purchasing direct obligations of the United States Government or other obligations of the United States Government, its agencies, or instrumentalities.

The district treasurer shall limit investments to:

1. Direct obligations of the United States Government to the payment of which the full faith and credit of the Government of the United States is pledged; provided the district treasurer, after completion of an investment education program in compliance with applicable law, may invest funds in the investment account in other obligations of the United States Government, its agencies or instrumentalities;
2. Obligations to the payment of which the full faith and credit of this state is pledged;
3. Certificates of deposits of banks when such certificates of deposits are secured by acceptable collateral as in the deposit of other public monies;
4. Savings accounts or savings certificates of savings and loan associations to the extent that such accounts or certificates are fully insured by the Federal Savings and Loan Insurance Corporation;
5. Repurchase agreements that have underlying collateral consisting of those items specified in paragraphs 1 and 2 above including obligations of the United States, its agencies and instrumentalities, and where the collateral has been deposited with a trustee or custodian bank in an irrevocable trust or escrow account established for such purposes;
6. County, municipal or school district direct debt obligations for which an ad valorem tax may be levied or bond and revenue anticipation notes, money judgments against such county, municipality or school district ordered by a court of record or bonds or bond and revenue anticipation notes issued by a public trust for which such county, municipality or school district is a beneficiary thereof. All collateral pledged to secure public funds shall be valued at no more than market value;

7. Money market mutual funds regulated by the Securities and Exchange Commission and which investments consist of obligations of the United States, its agencies and instrumentalities, and investments in those items and those restrictions specified in paragraphs 1 through 6 above;
8. Warrants, bonds or judgments of the district;
9. Qualified pooled investment programs through an interlocal cooperative agreement formed pursuant to applicable law and to which the board of education has voted to be a member, the investments of which consist of those items specified in paragraphs 1 through 8 above, as well as obligations of the United States agencies and instrumentalities;
10. Investment programs administered by the state treasurer; or
11. Any other investment that is authorized by law.

#### Investment Philosophy

This policy shall be based upon a “prudent investor” standard. The board of education recognizes that those charged with the investment of public funds act as fiduciaries for the public, and, therefore the treasurer is directed to exercise the judgment and care that persons of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs as to the permanent non-speculative disposition of their funds, with due consideration of probable income earnings and probable safety of capital. In investing the district’s funds, the treasurer shall place primary emphasis on safety and liquidity of principal and earnings thereon.

#### Liquidity

Available funds will be invested to the fullest extent practicable in interest-bearing investments or accounts, with the investment portfolio remaining sufficiently liquid to meet reasonably anticipated operating requirements.

#### Diversification

The investment portfolio will be reasonably diversified so as to avoid any one investment having a disproportionate impact on the portfolio. Provided this restriction will not apply to securities of the United States Treasury backed by the full faith and credit of the United States Government.

#### Safety Of Principal

Although investments are made to produce income for the district, investments will be made in a manner that preserves principal and liquidity.

#### Yield

The portfolio will be designed to attain maximum yield within each class of investment instrument, consistent with the safety of the funds invested and taking into account investment risk and liquidity needs.

### Maturity

Investments may have maturities extending to 12 months, provided sufficient liquidity is available to meet major outlays, and except that general fund investments may not exceed 3 months.

### Quality Of The Instrument And Capability Of Investment Management

The superintendent shall be responsible for seeing that the treasurer and any assistant treasurer are qualified and capable of managing the investment portfolio and satisfactorily complete any investment education programs required by state law or by the board of education.

### Safekeeping And Custody:

The treasurer will maintain a list of the financial institutions and pooled investment programs governed by an interlocal cooperative agreement formed pursuant to OKLA. STAT. tit. 70 § 5-117b which are authorized to provide investment services, and will maintain a separate list of financial institutions with collateral pledged in the name of the district.

1. Securities purchased from a bank or dealer, including any collateral required by state law for a particular investment, shall be placed under an independent third party custodial agreement. The Trust Department of a financial institution will be considered to be independent from the financial institution.
2. All securities will be in book entry form, and physical delivery of securities will be avoided.
3. Telephone transactions may be conducted, but such transactions must be supported by written confirmation, which may be made by way of a facsimile on letterhead with authorized signatures of the safekeeping institution.
4. Written transactions and confirmations of transactions by computer connections will be kept in the treasurer's office.

### Reporting And Review Of Investments:

The treasurer will prepare an investment report to be submitted to the board of education on at least a monthly basis. The report will include:

1. A list of individual securities held at the end of the reporting period.
2. The purchase and maturity dates of these securities.
3. The name and fund for these securities.
4. The yield rate of these securities.
5. Any collateral pledged by a custodian.

The board of education shall review the treasurer's investment performance on a regular basis that is no less frequent than monthly.

Depositing Of Interest:

Unless otherwise directed by the board of education through policy or by special directive, by the Oklahoma Constitution, or by the federal government, income earned from the investment of non-activity funds shall be deposited in the general fund, and income earned from the investment of activity funds shall be deposited as directed by the board of education.

### **FEDERAL PROGRAMS COMPLAINTS**

The district receives federal funds, and the board has established this policy to help ensure compliance with federal grant requirements. Any student, parent, community member or employee who believes the district has violated any regulation connected with the expenditure of federal funds should notify the district using the process outlined in this policy. This policy specifically covers, but is not limited to, complaints related to the following issues:

- Use of Title I funds
- Flexible Learning Program
- Parental involvement
- Private school access to federal funds
- Homeless student enrollment, transportation and barriers to education
- Teacher and principal training and recruiting
- Math and science partnerships
- Enhancing education with technology
- English language acquisition
- Safe and drug free schools
- Community learning centers
- Innovative programs
- Small, rural, and/or low-income school programs

#### Definitions

##### *Grievance Coordinator:*

The person designated to process complaints, moderate and keep records during hearings. The grievance coordinator is:

Brent Core  
Sperry Public Schools  
400 W. Main Street  
Sperry, OK 74073

##### *Grievant:*

The person making the complaint.

##### *Respondent:*

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

*Day:*

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

### Procedural Steps

#### *Step 1:*

Address the problem informally. Prior to filing a written complaint, individuals are encouraged to visit with the responsible party or a school administrator and make reasonable efforts to resolve the problem. School employees are required to participate in this process.

#### *Step 2:*

If the problem was not resolved informally, or if a parent, student or patron believes informal resolution is not advisable, the grievant may submit a complaint to the grievance coordinator on the attached form. The form must contain all the requested information.

The grievance coordinator will conduct an impartial investigation within ten (10) days of receipt of the complaint (or as soon as reasonably possible given the circumstances, but not more than thirty (30) days). The investigation will include, but not be limited to, interviewing the grievant, respondent, and witnesses, and reviewing relevant documents. The grievance coordinator will specifically ask the respondent to confirm or deny facts, accept or reject the grievant's requested action, and outline alternatives.

After the investigation, the grievance coordinator will prepare a written decision regarding the results of the investigation. The decision will be mailed to the grievant, respondent, and superintendent within five (5) days of the conclusion of the investigation.

#### *Step 3:*

If either the grievant or respondent are dissatisfied with the step 2 decision, he or she may appeal. The grievance coordinator must receive a written notice of appeal within five (5) days of the appealing party's receipt of the step 2 decision or the matter is deemed resolved. The appeal notice must include a specific statement explaining the basis for the appeal.

Within five (5) days of receipt of a timely appeal, the grievance coordinator will refer the matter to the superintendent (or other impartial individual if the superintendent is the respondent).

The superintendent (or other impartial individual if the superintendent is the respondent) will conduct a hearing within ten (10) days of his/her receipt of the appeal. The grievant, respondent and grievance coordinator will all be invited to attend the appeal hearing, and relevant employees are required to participate in this process.

At the hearing, the superintendent (or other impartial individual if the superintendent is the respondent) will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he/she deems relevant. The grievance coordinator will make arrangements to audiotape any oral evidence presented.

After the investigation, the superintendent (or other impartial individual if the superintendent is the respondent) will prepare a written decision regarding his/her findings. The decision will be mailed to the grievant, respondent, and grievance coordinator within five (5) days of the conclusion of the appeal hearing.

#### *Step 4:*

If either the grievant or respondent are dissatisfied with the step 3 decision, he or she may appeal. The grievance coordinator must receive a written notice of appeal within five (5) days of the appealing party's receipt of the step 3 decision or the matter is deemed resolved. The appeal notice must include a specific statement explaining the basis for the appeal.

Within five (5) days of receipt of a timely appeal, the grievance coordinator will notify the board of education clerk. The board will conduct a hearing within thirty (30) days of the clerk's receipt of the appeal. The grievant, respondent and grievance coordinator will all be invited to attend the appeal hearing, and relevant employees are required to participate in this process.

At the hearing, the board may ask for oral and written evidence to be presented by both parties. The board clerk will make arrangements to audiotape any oral evidence presented.

After the hearing, the board clerk will prepare a written decision regarding the board's findings. The decision will be mailed to the grievant, respondent, grievance coordinator, and general counsel of the Oklahoma State Department of Education within five (5) days of the conclusion of the appeal hearing. The board's decision may be appealed by submitting a request to the Oklahoma State Department of Education's general counsel within thirty-five (35) days of the board hearing.

### General Provisions

#### *Extension of time:*

Any time limits set by these procedures may be extended by mutual consent of the parties involved, although the total number of days from the date the complaint is filed until the board of education issues a final decision shall not exceed one hundred twenty (120) days.

#### *Confidentiality of Records:*

Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the district. No complaint record shall be entered in any personnel file unless adverse employment

action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.

*Representation:*

The grievant and the respondent may have a representative assist them through the grievance process and accompany them to any hearing.

*Retaliation:*

The district prohibits retaliation, intimidation, threats, or coercion related to any aspect of the grievance process, including but not limited to: making a complaint, testifying, assisting, appealing, or participating in any other proceeding or hearing. The district will take steps to prevent retaliation. These steps include notifying students and employees that they are protected from retaliation, making sure grievants know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the district will take strong responsive action.

*Basis of Decision:*

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



## **FEDERAL PROGRAMS**

The district participates in a variety of federal programs and receives funding ("Awards") through those programs. All district representatives will comply with all regulatory guidance and laws applicable to the individual programs.

The district will regularly monitor its compliance efforts and make appropriate information available to the federal awarding agency ("FAA"), state pass-through entity ("State Entity"), inspectors general, and/or US comptroller. The district will make required performance reports using OMB approved information collections reports.

### **Audits**

If the district expends \$750,000 or more in federal awards during the fiscal year, it will have an audit conducted.

### **Employee Compensation**

Regardless of the source of the funds, employees are paid pursuant to the district's salary schedule for all work performed. If personnel costs are paid with Awards, those costs will be calculated as wages and fringe benefits permitted in 2 C.F.R. § 200.431 for services rendered during the relevant time period.

Employees who are paid with Award funds – in whole or in part - must maintain adequate records documenting the time spent performing each set of duties so that their compensation can be correctly allocated to the Award. 2 C.F.R. § 200.430

### **Travel and Conference Expenses**

The district will follow its standard travel reimbursement and professional development policies and procedures when spending Award funds, except when a federal requirement is more stringent, in which case the district will adhere to the more stringent requirement. Any travel, conference / professional development participation and expenses will be reasonable, necessary, and related to the federal program tied to the Award.

### **Conflict of Interest / Mandatory Disclosure Regarding Contracting**

The district will make written disclosure of any potential conflict of interest to the FAA or State Entity in accordance with the FAA's policy.

All members of the board, officers, employees and agents of the district are expected to maintain high ethical standards and use good judgment in conducting school business. Board members are also required to follow the same standards of professional conduct required of all district employees. Board members, officers, employees and agents of the district specifically agree to refrain from using their position for any unfair personal or business advantage or engaging in any action which gives the appearance of such misconduct. Any board member who violates this policy will be subject to censure by the board, may be referred to the Oklahoma Ethics Commission, and may also be referred for criminal prosecution. Any officer, employee or agent of the district will be subject to disciplinary action, including but not limited to termination and/or prosecution for violation of the requirements related to standards of conduct and conflict of interest.

#### Business Arrangements and Financial Transactions

All board members are required to familiarize themselves with and comply with all the requirements of OKLA. STAT. tit. 70 § 5-124.

As required by law, the district will not contract with any member of the board or any company, individual or business concern in which any member of the board is directly or indirectly interested. A member of the board is considered to be interested in any contract with a company, individual or business concern if the member of the board or any member of the immediate family (including a partner) of the member of the board owns any substantial interest in the same, or if an organization employs or is about to employ one of these parties. The only exceptions will be those allowed by OKLA. STAT. tit. 70 § 5-124.

If a contract is allowed by an exception listed in OKLA. STAT. tit. 70 § 5-124, then the board will not give special consideration to any company based on its affiliation with a board member or a board member's family or partner. If the board is seeking to conduct business with a company affiliated with a board member (or a board member's family member or partner) that member will abstain from the contracting process unless a statutory exception applies.

#### Gifts

Board members may not seek or accept gifts, payments, services, entertainment, travel, valuable privileges, etc. from individuals or vendors who do business or seek to do business with the district, although board members may accept common courtesies such as meals and promotional items as are customarily exchanged in the normal course of business. These courtesies must be of nominal value only. Board members are expected to use good judgment in accepting such courtesies and must avoid any conflict of interest or even the appearance of impropriety.

#### Reporting Misconduct

In the event a board member engages in misconduct such as fraud, bribery, or gratuity violations, the board president, or the vice president if the president is the board member engaging in the misconduct, will report the violation to the FAA or State Entity in order to help prevent or prosecute waste, fraud, and abuse.

## **Financial Management Procedures**

### **Internal Controls**

The curriculum director is responsible for implementing appropriate internal controls over Award funds which are consistent with 2 C.F.R. Part 200 Subpart E. This includes, but is not limited to, reviewing and comparing Awards, budgets, and allocations to determine whether the Awards are being expended appropriately and in compliance with relevant guidelines. The curriculum director is also responsible for taking prompt action if noncompliance is discovered. The curriculum director is required to take reasonable measures to safeguard protected personally identifiable and protected information.

### **General Recordkeeping**

The district will expend all Awards and account for those Awards in accordance with all applicable laws and regulations. The curriculum director is responsible for maintaining appropriate records, documentation, and oversight related to all Awards. This includes, but is not limited to the following:

- information to prepare all required reports
- compliance documentation to establish conformity with federal statutes, regulations, and the specific terms and conditions of an Award
- proof of the appropriate expenditure of Awards
- records of receipt / expenditure of Awards, including the federal program under which the Award was made, any applicable CFDA number, Award identification number and year, name of the FAA, and name of any applicable State Entity
- accurate, current, and complete disclosure of the financial results of all Awards in accordance with current OMB standards and the terms of the Award
- source documents showing the application for funds, authorizations, obligations, unobligated balances, assets, expenditures, and income and interest related to an Award
- evidence that all Award funds, property, and other assets have been safeguarded and are used solely for authorized purposes
- a comparison of Award expenditures and budgets
- the district's written procedures to minimize the elapsed time between the transfer of funds and disbursement by the district, when possible, to receive funds in advance from the FAA
- the district's written procedures for determining the allowability of costs in accordance with 2 CFR part 200 subpart E and the terms and conditions of the Award

### Records Retention Timeline

The district will maintain all records pertinent to any Awards it receives. All documents will be maintained a minimum of 3 years from the date of submission of the final expenditure report OR 3 years from the date of the quarterly or annual financial report UNLESS there are pending claims related to project OR the FAA has notified the district the records should be maintained longer OR the records have been transferred to or are maintained by the FAA or State Entity. The district will retain records for real property and equipment maintained for 3 years after final disposition.

### Interest

The treasurer is responsible for maintaining advance Award payments in an interest bearing account unless:

- the district receives less than \$120,000 in Awards per year
- the district would earn less than \$500 per year in interest on federal cash balances
- the depository would require an unfeasible minimum balance
- the banking system prohibits interest bearing accounts

The treasurer is responsible for retaining up to \$500 per year of interest earned on Awards for the district to utilize for administrative expenses. The treasurer is responsible for remitting any additional earned interest to the Department of Health and Human Services Payment Management System.

### Budgeting

The business manager is responsible for regularly reviewing budgets and expenses and making appropriate reports and requests for deviations in the budget or project scope.

### Real Property, Equipment, and Supplies

The district will appropriately insure all real property, equipment, and supplies ("Property") acquired or improved with Awards, and will take reasonable steps to safeguard and adequately maintain the Property. All Property will be labeled.

The district will not encumber Property acquired or improved with an Award without prior approval from the FAA.

The district will maintain appropriate records of the Property. These records will include, as applicable, a description, serial/identification number, source of funding (including the Federal Award Identification Number), name of title holder, acquisition date, cost, percentage of federal participation in the project's cost, location, use and condition, disposition data (including date of disposal and sale price).

The district will conduct an inventory of Property at least every 2 years, and will review/update the inventory annually. The district will include the following

information on the inventory: fund source, description, serial number, acquisition date, acquisition cost, and location.

The district will use the Property as long as needed, and may make the Property available for other federal projects as long as this will not disrupt the intended use.

Once the Property is no longer needed, it will be disposed of in accordance with current federal standards.

Property purchased for a Title I, Part A Targeted Assistance program will be reserved only for identified students.

## **General Procurement Standards and Vendor Selection**

### **General Standards**

The district will follow its standard procurement policies and procedures when spending Award funds, except when a federal requirement is more stringent, in which case the district will adhere to the more stringent requirement. The curriculum director is responsible for overseeing that contractors perform in accordance with the terms of their contracts / purchase orders.

Any employee who has oversight or compliance responsibilities for administering an Award will comply with the district's stated conflict of interest policy above.

The district will use processes and analysis designed to avoid acquiring unnecessary and duplicative items and will actively attempt to make economical purchases with Award funds. This may include, when appropriate, consideration of leases, shared service agreements, use of federal excess and surplus property, and value engineering clauses in construction contracts.

The district will only award contracts to responsible contractors possessing the ability to successfully perform. In determining whether a contractor is a responsible contractor, the district will consider integrity, compliance with public policy, record of past performance, and financial and technical resources.

The district will maintain adequate records detailing the history of procurement, including the rationale for the procurement method, selection of the contract type, contractor selection or rejection, and the basis for the contract price for all Awards.

In procurement with Awards, the district will only use time and material type contracts after determining that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. If such a contract is used, the district will utilize extra oversight on the project.

The district will utilize good practices and sound business judgment to settle all procurement issues related to Awards, including source evaluations, protests, disputes, and claims.

## Procurement Methods

For procurement processes with Award funds, the district will make technical specifications on proposed procurements available to the FAA or State Entity if requested.

All contracts connected with an Award will comply with 2 C.F.R. §§200.318-.326.

For all procurements using funds from an Award, the district will utilize one of the procurement methods identified below:

- Micro-purchase will be utilized for purchases under \$10,000 (or \$2,000 if the purchase is subject to the Davis-Bacon Act). The district will attempt to distribute these purchases equitably among qualified suppliers, and the district will not solicit competitive quotations if the district believes a purchase price is reasonable.
- Small purchase procedures will be utilized for purchases under the Simplified Acquisition Threshold (\$250,000). When utilizing this procurement method the district will obtain quotes from an adequate number of qualified sources.
- Sealed bids will be utilized when complete, adequate, and realistic specifications are available, multiple bidders are willing and able to compete effectively for the business and the procurement lends itself to a firm fixed price and the successful bidder can be made principally on the basis of price. When utilizing this procurement method, the district will timely and publicly issue the invitation for bids - including adequate information about the project. All the bids will be publicly opened as prescribed in the invitation for bids, and the contract will be awarded in writing to the lowest responsible bidder. If a sealed bid is rejected, the district will document the reason for the rejection.
- Competitive proposals will be utilized when other procurement methods are not appropriate. The first step of the competitive proposal process is getting an independent estimate. When utilizing this procurement method, the district will publicize the evaluation factors and their relative importance to an adequate number of qualified sources and will consider all responses. The district will use an established, written method for conducting technical evaluations of the proposals (including receiving independent estimates before receiving bids or proposals) and award the project to the proposal which is most advantageous to the district.

The district may also use competitive proposals for qualifications-based procurement of architectural/engineering (A/E) services to award proposals to the most qualified competitor – subject to fair and reasonable compensation. The district will not use this type of procurement to purchase other types of services through A/E firms.

- Noncompetitive proposals will be utilized when an item is only available from a single source, there is an urgent situation which precludes the delays associated with competitive selection, the FAA or State Entity has expressly

authorized this method, or solicitation from multiple sources has yielded inadequate competition.

- Negotiating Profit will be negotiated as a separate element of the price for each contract if there is no price competition and in all cases where cost analysis is performed.

For all procurements using funds from an Award, the district:

- will not utilize a cost plus a percentage of cost or percentage of construction cost method of contracting
- will not accept bids or proposals from a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, or similar documents
- will not unnecessarily restrict bidders to a specific geographic area
- will ensure that if a list of prequalified persons, firms or products are used, that the list is current and includes enough qualified sources to ensure maximum open and free competition
- will take appropriate affirmative steps to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms ("target groups") are included in its contracting process, including:
  - including target groups on the solicitation list and ensure that these target groups are solicited whenever they are potential sources
  - dividing total requirements, if economically feasible, to permit maximum participation by target groups
  - establishing delivery schedules, when possible, which encourage target groups to participate
  - utilizing groups which interface with the target groups (e.g., Small Business Administration, Minority Business Development Agency of the Department of Commerce, etc.)
  - requiring the prime contractor, if using subcontracts, to take these same affirmative steps to include target groups
  - ensuring the district and all its contractors comply with the with § 6002 of the Solid Waste Disposal Act, including procuring only items which contain the highest percentage of recovered materials practicable for purchases over \$10,000, procuring solid waste management services which maximize energy and resource recovery, and establishing an affirmative procurement program for procuring recovered materials identified in EPA guidelines

### Suspension and Debarment

The following language shall be included within the terms of any contract for goods and services that will be paid for using federal funding:

#### Certification Regarding Debarment, Suspension and Ineligibility

To the best of its knowledge and belief, the contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person it intends to do business with is not excluded or disqualified.



### **PUBLIC GIFTS TO THE SCHOOLS**

The board of education assumes responsibility, within its financial capabilities, for providing at public expense all items of equipment, supplies and services that may be required in the schools under its jurisdiction. Gifts, grants or bequests will be accepted and the action recorded, provided the conditions of acceptance do not remove any degree of control of the district from the board and will not cause inequitable treatment of any student(s) or student group(s).

Propositions giving funds, equipment or materials to the school with a “matching agreement” or restriction are generally not acceptable. Acceptance of donated equipment or materials may depend upon compliance with the board’s policy of standardizing materials and equipment in the district, which could restrict gifts purchased by parent-teacher organizations to individual schools. The acceptance of a gift for a particular school, however, indicates the board’s approval of the use the benefactor specified.

Any person or organization desiring to give a gift or make a grant or a bequest to the board should contact the superintendent, who may accept the gift, thank the donor, and inform the board, except that offers of real property will be accepted only by the board. Also, where the appropriateness of a gift is in doubt, the superintendent will refer the matter to the board for its acceptance or rejection. For example, single gifts of considerable value exhibiting the donor’s name or business shall be considered on an individual basis by the board.

All conditional gifts must be approved by the board.

Any gift or grant accepted by the board or the superintendent as its executive officer will become the property of the board of education and will comply with all state and federal laws, including but not limited to the rules outlined in the FCC’s 6<sup>th</sup> Report and Order. Specifically, E-Rate applicants are prohibited from soliciting or accepting any gift or other thing of value from a service provider participating in or seeking to participate in the E-Rate program. It is a violation for any service provider to offer or provide any gift or other thing of value to those personnel of eligible entities involved with the E-Rate program.

**ANNUAL STATISTICAL/FINANCIAL REPORTS**

The board of education will make annual statistical and financial reports to the State Board of Education in a timely manner. The statistical report will be made as of June 30. Each of such reports will be filed with the State Board of Education as soon as information is available following the effective date of such reports.

**SURETY BONDS FOR SUPERINTENDENT AND FINANCIAL OFFICERS**

Pursuant to OKLA. STAT. tit. 70, §5-116a (2009), the superintendent and any financial officer of the district are required to furnish a surety bond in the penal sum of not less than One Hundred Thousand Dollars (\$100,000.00) or an amount otherwise set by law or set by the State Board of Education to assure the faithful performance of the duties of the superintendent and financial officers.

The board finds that a reasonable definition of “financial officer” is any person whose job description or board policy or practice requires that he or she supervise or handle monetary receipts or disbursements on a reasonably consistent basis and any person who has oversight of funds or who actually transacts financial business on behalf of the district. In accord with this definition the board defines “financial officers” to include the individuals holding in whole or in part the following positions or their functional equivalent: chief financial or business officer, encumbrance clerk, payroll clerk, treasurer, assistant treasurer, or activity fund custodian. Provided however, the bonding requirements of this policy shall not apply to the treasurer which requirements are specifically governed by OKLA. STAT. tit. 70, §5-115 (1991).

The requirement as to the terms, conditions, penalty, amount or quality or type of surety shall be deemed to mean the furnishing of a separate bond or surety contract for each individual officer or employee, or the furnishing of a “blanket bond”. The latter means a school district officer and employees blanket position bond which covers all officers and employees up to the penalty of the bond for each officer and employee and the full penalty of the bond is always enforced during its term and no restoration is necessary and there is no additional premium after a loss is paid.

The surety bonds required by §5-116a shall be furnished by a company duly qualified under the insurance laws of Oklahoma and shall be purchased by the district. Each surety bond shall be payable to the district and require “financial officers” and the superintendent to faithfully perform their duties during their employment or term of office and properly account for all monies and property received by virtue of their position or employment.

In the event of a conflict between this policy and any opinion of a court of competent jurisdiction or an opinion of the Oklahoma Attorney General regarding who constitutes a “financial officer” of the district, the opinion will be deemed to control over any contradictory definition in this policy.

### **ACTIVITY FUNDS**

The board of education will exercise complete control over all activity funds and will adopt appropriate rules and regulations for handling, expending and accounting for all such funds.

At the beginning of each fiscal year, the board will approve all school activity fund subaccounts, all subaccount fund raising activities and all purposes for which the monies collected in each subaccount can be expended. The board will approve any activity fund raising events during the fiscal year.

The superintendent will cause the activity account to be audited annually by a certified public accountant who will be selected by the board. The audit will be furnished to the board, and the cost of the audit will be paid from the general fund.

No expenditures will be made from activity funds except by check and on the authorization of the sponsor of the group to whom the fund belongs. All such checks are to be issued and signed by the custodian of the activity fund and countersigned by a person designated by the board.

All activity monies will be deposited with the office of the superintendent. The custodian of such funds will cause the funds to be deposited daily with the central office.

The superintendent will cause to be kept complete and accurate accounts of all activity funds and will see that monthly reports are made to appropriate parties.

The school activity fund custodian will be appointed by the board of education. The custodian will provide a surety bond in an amount determined by the board, but not less than one thousand dollars (\$1,000.00).

These provisions will not apply to funds collected by student achievement programs or parent-teacher associations and organizations that are sanctioned by the board of education.

## **SCHOOL RAFFLES**

OKLA. STAT. tit. 21 § 1051 allows schools and their affiliated student groups and parent-teacher groups to raise money by conducting raffles in exchange for voluntary contributions. While this law allows for the issuance of raffle tickets in exchange for a *voluntary* contribution, the *sale* of raffle tickets is against the law and subjects such persons or groups selling the tickets to criminal liability. The district provides schools, student groups and parent-teacher groups with the option of conducting raffles. However, in order to comply with state law as well as prevent exploitation of students, parents and the community, the district requires that all such raffles be conducted within the limitations and guidelines provided below.

### Groups Allowed to Conduct Raffles on School Property

Only a school of the district, or a student or parent-teacher group affiliated with a school of the district may conduct a raffle or raffle-related activities on school property. The group conducting such a raffle is the “sponsoring organization” for purposes of this policy.

### Prior Approval of Raffles Required

Raffles and raffle-related activities are not permitted on school property unless prior approval has been given, in writing, by the school principal. In order to receive approval, the student group must prepare a *Request for Raffle* form and submit it to the school principal. The principal will not issue an approval unless the form is complete and unless the organization is in compliance with the School Raffle Policy and policy concerning student fund raising activities. In addition, before providing the approval, the principal must obtain the approval of the board. The principal may deny a request for a raffle at his or her discretion, taking the purpose of the fundraising into account as well as the number of raffles or other fund raising activities already approved for the calendar year. This decision may be appealed to the superintendent.

If the raffle is being sponsored by the school generally (not by a student or teacher-parent group), approval for such a raffle must be granted by the board upon the request of the school’s principal or the superintendent.

### General Requirements

Raffle tickets may be issued only in exchange for a voluntary contribution. Specifically, there may be no set price for a raffle ticket, and the issuance of a raffle ticket may not be contingent on a financial contribution to the sponsoring organization. However, the sponsoring organization may determine a suggested voluntary contribution amount and may print this amount on the ticket as the suggested voluntary contribution.

The sponsoring organization may not hire or contract with any person or business to conduct the raffle, to sell raffle tickets, or to solicit contributions in connection with a raffle on its behalf.

No staff member or student shall be coerced or forced to participate in any raffle-related activity.

All tickets remain the responsibility of the sponsoring organization with accountability to the school's principal.

The fair market value of any one prize may not exceed \$5000.00.

#### Information Printed on Tickets

The following information must be printed on the raffle ticket:

1. The name of the organization sponsoring the raffle;
2. Date, time and place of drawing;
3. The district's name; and
4. Consecutive numbering.

#### Records of Raffle Activity

The sponsoring organization must report in writing to the school's principal the following information within five days of the raffle drawing:

1. Name of raffle winner(s) and respective prize(s), including the fair market value of the prize;
2. Total raffle tickets sold;
3. Total gross receipts;
4. Details of expenses related to the activity;
5. Net proceeds (gross proceeds minus expenses); and
6. Details of the expected use of the profits from the activity.

If the fair market value of the prize is \$600.00 or more, then the school must also obtain and keep for its records the social security number of the prize winner and his/her address.

If the raffle is being sponsored by the school generally (not by a student or teacher-parent group), this information should be submitted to the superintendent.

#### Federal Taxation Issues

The fair market value of the prizes must be disclosed to the respective winners. If the fair market value of the prize is \$600.00 or more, then the sponsoring organization must issue an IRS Form 1099 to the IRS and the recipient. Copies of the Form 1099's must be sent to the district's business office. Note that prizes with a fair market value of \$5000.00 or more are prohibited by the district.

Reference: 21 O.S. §1051 (S.B. 837)

*Note: Senate Bill 837 became effective upon voter approval of the Oklahoma Education Lottery.*

## **EMPLOYEE FUNDRAISING**

The board prefers to limit fundraising and seeks to provide all necessary furniture and supplies for district use. This practice safeguards standardization throughout the district's programs, allows for appropriate oversight of activity funds, and ensures the district meets its obligations for equity in its programs.

The board also acknowledges that fundraising is a reasonable way to pay for special projects and activities. In order to ensure that fundraising efforts do not inadvertently impede the district's overall financial plans or create disorder within the district, the board will annually approve a fundraising schedule at the beginning of the school year. The board may also approve additional fundraising throughout the year as it deems appropriate.

Any employee who wishes to conduct fundraising apart from the master schedule must obtain prior approval from the board. This approval may be sought by submitting a request for board consideration to the minutes clerk. The superintendent has full discretion in determining whether to bring a fundraising request before the board.

Unless the board grants authorization, no employee may solicit donations for any purpose connected with the school. This prohibition includes, but is not limited to: raffles, any type of sale (bake sales, rummage sales, etc.), requests for donations, and/or the use of crowdfunding websites (GoFundMe.com, DonorsChoose.org, etc.).

Any employee who is granted authorization to engage in fundraising activities must adhere to all requirements established by the superintendent. These requirements include but are not limited to identifying:

- the group or activity benefitting from the funds
- the individuals who will participate in the fundraiser, including the school site involved
- the type of fundraiser, including specific products or services to be sold, auctioned, etc.
- the proposed dates for the fundraiser
- the employee who will oversee the fundraiser
- the estimated amount of revenue to be generated per unit and in total
- the procedural safeguards to be utilized to ensure the security of all funds
- whether the activity complies with the district's wellness policy or would use one of the site's exceptions.

The superintendent is responsible for updating the board at each of its meetings regarding any fundraising activities apart from the board's master schedule.



**EMPLOYEE TRAVEL EXPENSE REIMBURSEMENT**

Statement of Policy

Expenses incurred by individuals for travel on behalf of the district should be reimbursed by the district. Reimbursement to individuals should be made upon approval by the board of education after proper presentation of supporting documentation, as defined below.

Definitions

Terms used in this policy are defined as follows:

1. "Travel" means transportation arrangements made or incurred by car, airplane, train, bus or other means or hotel accommodations and meals, for the purposes of advancing the interests of the district. Travel may be within or without the district. Travel does not mean transportation to and from the employee's residence or abode to the district for employment.
2. "Employee" means any person employed by the district or a member of the board acting in his or her capacity as a board member on behalf of the district.
3. "Non-employee" travel and related expense reimbursement is limited to reimbursement of students and sponsors, engaged in approved school related activities. Expenses eligible for reimbursement are only those for necessary meal and lodging expenses. Students and sponsors seeking reimbursement must follow the procedures included in this policy or any reimbursement will be forfeited.
4. "Expenses" means any actual indebtedness incurred and paid by an individual employee on behalf of the district, for the benefit of the district or for the purpose of advancing the interests of the district, with the intention of being reimbursed by the district.

Expenses may include, but are not limited to, these items:

- A. air, bus, taxi or train fares and car rentals;
- B. meals, unless payment is made on a per diem basis established by the board;
- C. hotel or motel accommodations;
- D. other travel related expenses when applicable, such as mileage; and
- E. registration fees and meeting expenses.

5. "Receipt" means an invoice document issued by a vendor which has been paid as an expense by an employee. A receipt must contain the following information:
- A. date indebtedness incurred;
  - B. date indebtedness paid;
  - C. amount paid;
  - D. amount of indebtedness;
  - E. who paid the indebtedness;
  - F. method of payment;
  - G. the purpose of the indebtedness including an itemized description of the goods or services purchased; and
  - H. the name, address and telephone number of the vendor.
- A credit card slip alone is not a receipt.
6. "Supporting documentation" means a memorandum to the board containing a request for reimbursement and explanation of the reason for the expense. All receipts for which reimbursement is sought and a travel claim must be attached to the memorandum.
7. "Travel claim" is a document prepared by an employee who seeks reimbursement which contains the following information:
- A. dates entering and ending travel status;
  - B. points of travel;
  - C. mileage to and from destination(s) when personally owned vehicle is used;
  - D. amount per mile reimbursed;
  - E. air, bus or train fares when public transportation is used;
  - F. parking fees, taxi fares, car rentals and turnpike fees;
  - G. meals or per diem rate established by the board of education, if any;
  - H. purpose, time, location and those in attendance for meals;
  - I. motel and hotel expenses;
  - J. registration fees and meeting expenses;

- K. other school business expenses such as telephone calls, tips, etc., which properly occur during the time an employee is in travel status;
  - L. encumbrance to be charged for expense; and
  - M. by whom the travel activity was approved.
- 8. "Credit card slip" is the customer's copy of the credit card charge form. A credit card slip alone is not a receipt. To qualify as a receipt a credit card slip must be attached to a supporting invoice issued by the vendor which contains all the information required of a receipt.
  - 9. "Vendor" means the individual or entity that provided the goods or services to the district for which reimbursement is sought and a receipt for payment has been issued.
  - 10. "Meals" means actual food expenses incurred while traveling outside the district or within the district if allowed by other board policies.

#### Procedure for Reimbursement

To obtain reimbursement for travel expenses the employee must:

- 1. Prepare supporting documentation to the board of education with attached receipts and travel claims. Requests for reimbursement with insufficient or incomplete documentation will be denied.
- 2. Submit supporting documentation with attachments to the encumbrance clerk. The encumbrance clerk and superintendent of schools or his or her designee will review the memorandum and attachments for completeness and accuracy. If the memorandum is complete and accurate the encumbrance clerk will advise the board clerk to list the reimbursement request as an agenda item on the next available board meeting.
- 3. At the next available board meeting the board will consider the reimbursement request and authorize the encumbrance clerk to issue a warrant to reimburse the employee for the amounts, if any, deemed appropriate by the board. The board has absolute discretion to deny the request or approve it in whole or in part. The board's decision is final.
- 4. The encumbrance clerk will issue the warrants for reimbursement authorized by the board as soon as is practicable following the board's action.

#### Other Issues

- 1. A request for reimbursement must be made within thirty (30) days after the vendor's invoice is issued. Notwithstanding this time limitation, all requests for reimbursement must be made prior to the end of the fiscal year in which the vendor's invoice was issued and services rendered, and it must be submitted in sufficient time to allow the board to take action at its last regular meeting of the fiscal year. Reimbursement requests not complying with these

requirements will be denied unless unusual circumstances are presented to and approved by the board.

2. Reimbursements issued by the board are only for the actual amount of out of pocket expenses paid by the employee. No additional charges may be added by the employee and the employee may not obtain a warrant for funds he or she expects to pay or incur in the future.
3. According to Internal Revenue Service regulations, meal reimbursements are to be reported as taxable income, unless the employee is required to work extensive hours requiring rest or incur overnight lodging, and there is a substantiated business connection. When meal reimbursements are determined to be taxable, the district is required to withhold Federal income tax, social security (FICA) and Medicare tax and to pay matching employer contributions for FICA and Medicare tax. Non-overnight meal reimbursement will be treated as non-taxable provided a substantial business discussion occurs during the meal and the meal is furnished for a substantial noncompensatory business reason. When seeking reimbursement for business related meals, employees must document the purpose of the meeting, the time, location and who was in attendance. Reimbursement of any taxable non-overnight meals will be paid in the employee's next regularly scheduled paycheck.
4. Any interpretation of this policy shall be made solely by the board of education and shall be binding in all respects.
5. Violation of any of the provisions of this policy may result in dismissal, nonrenewal, or other adverse action.

**REIMBURSEMENT FOR COCURRICULAR ACTIVITY EXPENSES**

Statement of Policy

Expenses for necessary meal and lodging expenses incurred by district students and sponsors involved in authorized school-sponsored cocurricular activities should be reimbursed by the district.

Definitions

Terms used in this policy are defined as follows:

1. "Student" means any student of the district who is participating in an authorized school-sponsored cocurricular activity.
2. "Sponsor" mean an employee of the district or another person who has been authorized by the superintendent or the board of education to serve as a sponsor for an authorized school-sponsored cocurricular activity.
3. "Expenses" means any actual indebtedness incurred and paid by an individual student or sponsor for meals and hotel or motel accommodations associated with an authorized school-sponsored cocurricular activity with the intention of being reimbursed by the district.
4. "Receipt" means an invoice document issued by a vendor which has been paid as an expense by a student or sponsor. A receipt must contain the following information:
  - A. date indebtedness incurred;
  - B. date indebtedness paid;
  - C. amount paid;
  - D. amount of indebtedness;
  - E. who paid the indebtedness;
  - F. method of payment;
  - G. the purpose of the indebtedness including an itemized description of the goods or services purchased; and
  - H. the name, address and telephone number of the vendor.

A credit card slip alone is not a receipt.

5. "Supporting documentation" means a memorandum containing a request for reimbursement and explanation of the reason for the expense. All receipts for which reimbursement is sought and a claim must be attached to the memorandum.
6. "Claim" is a document prepared by a sponsor who seeks reimbursement which contains the following information:
  - A. a description of the authorized school-sponsored cocurricular activity;
  - B. date of authorization by the board of education;
  - C. meals;
  - D. motel and hotel expenses; and
  - E. encumbrance to be charged for expense.
7. "Credit card slip" is the customer's copy of the credit card charge form. A credit card slip alone is not a receipt. To qualify as a receipt a credit card slip must be attached to a supporting invoice issued by the vendor which contains all the information required of a receipt.
8. "Vendor" means the individual or entity that provided the goods or services to the sponsor or student for which reimbursement is sought and a receipt for payment has been issued.
9. "Meals" means actual food expenses incurred while participating in the authorized school-sponsored cocurricular activity.
10. "Authorized school-sponsored cocurricular activity" means participation in an event approved in advance by the board of education for a particular group of district students and their sponsor.

#### Procedure for Reimbursement

To obtain reimbursement for expenses the sponsor must:

1. Prepare and maintain complete and accurate supporting documentation with attached receipts and claims for the sponsor(s) and students. Requests for reimbursement with insufficient or incomplete documentation will be denied.
2. Submit supporting documentation with attachments to the designated district employee/official.
3. The board has absolute discretion to deny the request or approve it in whole or in part. The board's decision is final.
4. The district will issue payment for reimbursement authorized as soon as practicable following the approval.

### Other Issues

1. A request for reimbursement must be made within thirty (30) days after the vendor's invoice is issued.
2. Reimbursements will be issued only for the actual amount of expenses paid by the sponsor(s) and the students. No additional charges will be reimbursed. The district will not issue payment for funds a student or sponsor anticipates incurring in the future.
3. Reimbursement for necessary meal and lodging expenses incurred by district students and sponsors involved in authorized school-sponsored cocurricular activities may be made from the appropriate activity fund sub-account or from the general fund, as determined appropriate by the board of education.
4. Any interpretation of this policy shall be made solely by the board of education and shall be binding in all respects.
5. Violation of any of the provisions of this policy by a district employee/sponsor may result in dismissal or nonrenewal. Violation of the provisions of this policy by a student may result in disciplinary action.

**GUIDELINES FOR THE SANCTIONING OF  
STUDENT ACHIEVEMENT PROGRAMS AND PARENT-TEACHER  
ASSOCIATIONS AND ORGANIZATIONS**

The board of education believes that student achievement programs (curricular, co-curricular and extracurricular) and parent-teacher associations and organizations can advance the educational goals of the board of education and confer a benefit to the students of the district. It is the purpose of this policy to establish guidelines for the sanctioning of student achievement programs and parent-teacher associations and organizations that raise money and collect revenues for the benefit of students. Only those student achievement programs and parent-teacher associations and organizations sanctioned in accordance with this policy will be exempt from the statutory controls over school activity funds found in the Oklahoma School Code, OKLA. STAT. tit. 70, § 5-129.

Student achievement programs and/or parent-teacher associations and organizations in the district must comply with one of the two options below as part of the request for sanctioning process:

1. The organization requests and receives a tax ID # or an (Employer Identification Number) EIN and files appropriate forms for tax purposes. The organization agrees to not pay any district employee except through the district payroll. For those persons who are employees of the organization and perform services for the organization as employees, but who are not employees of the district, the organization agrees to withhold applicable payroll taxes and report such earnings; or
2. The organization requests and receives 501 (c) (3) IRS status and agrees not to pay any district employee except through the district payroll. For those persons who are employees of the organization and perform services for the organization as employees, but who are not employees of the district, the organization agrees to withhold applicable payroll taxes and report such earnings.

**Sanctioning Procedure for Student Achievement Programs and Parent-Teacher Associations and Organizations**

1. The district may sanction student achievement programs and parent-teacher associations and organizations that, according to the board's determination, advance the educational objectives of the district, are beneficial to students and meet the requirements of this policy.
2. In determining whether a student achievement program or a parent-teacher association or organization should be sanctioned by the district, the board of education may consider: (1) if the program, association, or organization promotes activities that are an extension, expansion, or application of the district curriculum; (2) if the program, association, or organization assists



student government or activities in carrying out special projects or responsibilities; (3) if the program, association, or organization assists student clubs, organizations, and other student groups in raising funds to promote activities approved by the board of education; and (4) supplemental information provided by the student achievement program or by a parent-teacher association or organization in support of its application.

3. A written statement by a student achievement program or by a parent-teacher association or organization to the board of education requesting sanctioning shall include the following: (1) a statement of its purpose, goals, organizational structure, and membership requirements; (2) a detailed statement of how the district and its students will benefit if the organization is sanctioned; (3) a statement of nondiscrimination consistent with all Oklahoma and federal laws; and (4) financial and performance audits, if any, which have been performed on such program, association, or organization by an independent accounting firm.
4. The written statement shall be submitted to the superintendent for preliminary review. After the program, association, or organization's written statement has been reviewed by the superintendent, the superintendent shall make a recommendation to the board of education. The board of education shall review the written statement, and shall sanction or decline to sanction the applicant. The decision of the board of education is final and nonappealable.
5. In order to maintain the status of a sanctioned program, association, or organization in accordance with this policy, the superintendent of schools or the board of education may require from any such program, association or organization, on an annual basis, that financial and performance audits be performed on the program, association, or organization by an independent accounting firm. If required by the superintendent of schools or the board of education, the audits shall be submitted to the superintendent within ninety (90) days of the superintendent's request. The board of education shall review any audits submitted and determine if the program, association, or organization is entitled to continue to be sanctioned in accordance with this policy and if its funds should continue to be exempt from the statutory controls over student activity funds found in the Oklahoma School Code, OKLA. STAT. tit. 70, § 5-129.
6. The superintendent of schools or the board of education may, at any time they deem warranted, request copies of any and all records maintained by the program, organization, or association. Copies of records must be promptly provided upon the request of the board or superintendent.
7. The board may, at its discretion, withdraw sanctioning at any time it deems it in the best interest of the district. Any decision of the board of education to withdraw sanctioning is final and non-appealable.
8. No program, association or organization sanctioned under this policy shall publish or otherwise publicly indicate in any manner that it has been sanctioned by the district under this policy.

**AUDITOR**

The board of education will provide for and cause to be made an annual audit of the district for each fiscal year. The audit will include a financial audit and a compliance audit of all district funds. Audits will be made at the end of each fiscal year at a minimum and may be required by the board at more frequent intervals.

A written report of the audit will be furnished to the board by the auditor. The board will conduct a final exit interview with the auditor at an open board meeting.

**PURCHASING AND DISTRIBUTION**

It is the policy of the board of education that purchasing and distribution shall be under the supervision of the superintendent, but may be delegated in writing by the superintendent. Written delegations of authority should contain specific limitations imposed by the board or superintendent upon the designee or may provide a complete delegation of purchasing and distribution duties. No person except the superintendent or the superintendent's designee shall make purchases without written authorization.

The superintendent should take advantage of discounts for buying in quantity and, if possible, purchase in sufficient quantities for one full school term. Requisitions for supplies shall follow the appropriate chain of command. Purchases shall be made from local firms when economically wise to do so.

No expenditure involving an amount greater than \$500.00 shall be made except in accordance with a written contract or purchase order.

A contract may be awarded for a supply or service without competition when the Director of Purchasing, or a designee, determines in writing that there is only one source for the required supply or service, and it is in the best interest of the school district to have the supply or service. The writing justifying the sole source must specify why it is necessary and justified.

**SPERRY PUBLIC SCHOOLS  
BOARD OF EDUCATION POLICY**

*Business and Auxiliary Services*

Adopted: June 10, 2013  
Revised: September 14, 2015; August 9,  
2021; August 8, 2022; August 12, 2024

**PURCHASING, PROCUREMENT AND CONTRACTING**

This policy shall govern the purchase of all goods and services by the district of all contracts entered into by the district.

The board of education authorizes the superintendent and/or designee to establish written procedures for the procurement of supplies and services in accordance with federal and state law, this policy, and generally accepted governmental purchasing practices. Purchasing of goods and services is contingent upon the availability of funding. All non-salary related purchases, debts and/or financial obligations against the district shall be incurred as authorized and processed in accordance with this policy and corresponding purchasing manual.

Purchase Orders and Requisitions

Purchase orders will be issued only upon submission and approval of a requisition. The requisition will contain a clear description of the materials or services desired, accompanied by appropriate documentary materials, and including an encumbrance charged against an appropriate appropriations account. The requisition must include the approval of the initiator and the administrators within the designated requisition path to verify the appropriateness of the expenditure and availability of appropriations. The encumbrance clerk shall issue a purchase order only after completion of this process. The board of education authorizes the superintendent or designee to issue purchase orders for less than \$25,000 without prior board of education approval. All purchase orders in excess of \$25,000.00 shall be issued only with the prior approval of the board of education.

A report of encumbrances shall be submitted to the board of education in the order of their issuance. This report shall be submitted at each regular meeting of the board, reflecting encumbrances authorized since the last day of the previous encumbrance report. Requisitions and/or purchase orders cannot be split to avoid bidding, quotation and/or board approval requirements.

Purchase Order Adjustments

Minor adjustments to approved encumbrances and/or purchase orders may be made without additional board approval with the following limitations and under the following conditions by the superintendent or designee:

- Encumbrances and purchase orders may be reduced by any amount and may be increased by the greater of \$1,000 or 15% of the original amount.
- An encumbrance or purchase order may be revised administratively for various corrections including vendor address, OCAS coding, substitutions for

like goods, and meeting/participant cancellations or changes that do not alter the quantity or amount, except as provided in this section.

- A purchase order may be cancelled after the administrator requesting the purchase approves the cancellation. The purchasing or cancelling administrator is then responsible for notifying the vendor of the cancellation.

Minor adjustments to encumbrances and/or purchase orders not requiring additional board approval shall be referenced to the original encumbrance.

### Emergency Purchases

The superintendent or designee may declare an emergency and authorize the issuance and payment of emergency encumbrances and purchase orders less than \$50,000 in amount without complying with the bidding and quotation requirements contained in this policy. An emergency may be declared to address conditions resulting from a sudden, unexpected happening or unforeseen occurrence or condition which threatens to endanger public health or safety or where prompt action is required to avoid interruption of critical school business or are necessary to protect the property of the district. As to emergencies involving construction contracts of less than \$35,000, the board delegates to the superintendent the authority to declare an emergency under the Competitive Bidding Act. The term "emergency" shall be as defined in said Act.

### Blanket Purchase Orders

The board of education authorizes the superintendent or designee to establish blanket purchase orders of less than \$25,000 without prior board approval. All blanket purchase orders of \$25,000 or more, must be approved by the board of education prior to issuance to a vendor. At the next regular board meeting, the board shall be provided a list of all blanket encumbrances under \$25,000 which shall be submitted for post fact approval. Blanket purchase orders will be evaluated and closed quarterly. This policy does not affect purchase orders for textbooks, fuel, utilities, insurance, or encumbrances issued pursuant to a written contract with the vendor.

### Bids and Quotations

The solicitation for bids and quotations shall be conducted in accordance with District purchasing procedures. Competitive sealed bids shall have a specific bid opening date and time. All vendors shall have the right to attend the bid opening and/or receive the results of the bid. After the bid opening, all bids become public record and are available for review at the Administration Building during regular office hours. The Board of Education reserves the right to reject any or all bids or parts of bids and to award the contract in the best interest of the District. The Board of Education reserves the right to waive informalities or minor irregularities in the bid.

A competitive sealed bid shall be conducted before awarding a contract in excess of \$50,000 and will be submitted to the Board of Education for approval. Contracts between \$25,000 and \$50,000 will be awarded after obtaining three written quotes, assuming comparable vendors and products are reasonably available.

The board of education authorizes the superintendent or designee to use electronic sealed bids provided there are adequate procedures and controls. Formal sealed proposals or

quotes shall have a specific opening date, time, and location. Two district representatives, one of which must be an administrator, shall be present during the opening. Bids and quotes shall be awarded to the lowest qualified and responsible bidder who submits the lowest and best bid. The district may consider, in determining the lowest and best bid, which bid represents the "best value" in the sole opinion of the district, taking into consideration the total cost of ownership, including purchase price, quality, ability to deliver, maintenance and service, durability and longevity.

The Public Competitive Bidding Act applies to contracts for new construction and for repairs and maintenance to public buildings.

New transportation equipment shall be purchased from the list maintained by the State Board of Education at a price not greater than the price filed with the State Board of Education in accordance with the provisions of OKLA. STAT. tit. 70, § 9-109.

#### Items Exempt from Bidding, Quotation, or Proposal

Because of the unique nature of some goods and services, the items listed below shall be exempt from bidding. However, every effort must be made to create a fair and competitive environment where all vendors who have requested to quote or bid on these items are given the opportunity to have their offer considered.

The method for creating a competitive environment must be in accordance with district quality standards and purchasing procedures. All purchases over \$25,000 must still be approved by the board of education prior to issuance of an encumbrance or purchase order.

The following goods and services are exempt from bidding, quotation, or proposal requirements:

- Professional services (audit services, construction management services, architectural services, legal services, insurance, medical services;
- Demographic studies, employment services, drug and alcohol testing and professional consulting services);
- Travel service (airfare, accommodations, etc.);
- Goods purchased for student activity fund raisers;
- Goods purchased for resale;
- Textbooks, student workbooks, library/media books, maps and globes, and educational and training videos;
- Utilities;
- Postage;
- Software upgrades and specialized source software (excluding off-the-shelf software);
- Training classes and associated equipment rental;

- Catering events;
- Items available for purchase on an existing state contract, or through the cooperative bidding of another governmental entity, when this is determined to be the best method of purchase; and
- Used furnishings, equipment and uniforms.

#### Single (sole) Source Selections

Single source procurements shall be exempt from bidding provided that said procurements meet the following criteria:

- The goods and services are unique to a manufacturer/supplier/distributor and no other similar (equal in function, performance, and fit) or like goods or services are available from another supplier; and/or
- Single source procurements also may be permitted where compatibility of equipment, accessories or replacement parts is of paramount consideration or where service work on the original equipment must be performed to not negate existing warranties.

A single source affidavit will be completed for all single source items over \$50,000 and submitted to the board of education.

#### Reimbursement of Purchased Goods or Services

In situations where the vendor will not accept a district purchase order and an alternate vendor is not available, or when it is extremely impractical, or in response to an emergency, the superintendent may authorize the purchase of goods and services by employees on behalf of the district. If authorized, employees shall be reimbursed for the cost of goods plus any associated tax once the goods or services have been received.

All requests for reimbursement must be supported with the original itemized receipt. The district assumes no liability for the unauthorized purchase of goods or services by an employee.

#### Procurement/Purchasing Cards

PCards may be utilized to pay for purchases of goods and services as authorized by state law with the approval of the superintendent or designee. Purchases made with the PCard must be supported with a proper purchase order and encumbrance charged against the proper funding source. All PCard purchases are subject to audit and review. PCard use may be authorized for recurring items including utilities and gasoline or for large one-time purchases such as food, equipment and school buses. The use of PCards for the purchase of travel and travel related expenses is not authorized. Use of the PCard does not circumvent any other provision of this policy.

## Contracts

A contract is an agreement which creates an obligation to do or not to do a particular thing including, but not limited to, the payment of money. A valid contract requires competent parties, legal consideration, legal subject matter and mutuality of consent and obligation. All contracts must be in writing.

The board of education is the only legal entity that may enter into a valid contract obligating the district in any way. School sites, activities, clubs and departments are not legal entities and may not enter into valid contracts for themselves or for the district. Each contract must be approved by the board and be signed by the president of the board. Provided, however, the board of education authorizes the superintendent to execute contract documents on behalf of the board of education after board approval of the contract. Contracts signed or authorized by anyone else will not be binding on the district and could result in personal liability for the person signing the contract.

## Construction Contracts

In accordance with the Public Competitive Bidding Act of 1974, OKLA. STAT. tit. 61, §§ 101-138, public construction contracts of more than \$100,000 (or any construction management trade contract or subcontract exceeding \$50,000) for the purpose of erecting any public building or structure, or making any improvements to a building or structure, or minor maintenance or repair work to public school property (a "Public Construction Contract") shall be made only upon submission of sealed bids and shall be awarded to the lowest responsible bidder by the board of education. These bids shall be subject to the procedures of the Public Competitive Bidding Act of 1974. No such contract shall be split into two or more contracts involving sums below this threshold for the purpose of avoiding the requirements of the Act.

Contracts for minor maintenance or repair to public school property equal to or greater than \$25,000 but less than \$50,000 shall be awarded to the lowest responsible bidder by the receipt of written bids. Contracts for less than \$25,000 for minor maintenance or repair may be negotiated with a qualified contractor. Any contract resulting from such negotiations must be approved by the board.

Public Construction Contracts over \$10,000 but under \$100,000 may be awarded on the basis of written quotes to the lowest responsible qualified contractor. Public Construction Contracts for less than \$10,000 (or less than \$25,000 for minor maintenance and repair) may be negotiated with a qualified contractor.

## E-Rate Procurement

In selecting service providers for all eligible goods and/or services for which Universal Service Fund (E rate) support will be requested, the district shall:

- Make a request for competitive bids for all eligible goods and/or services for which e-rate funding will be requested and comply with applicable state and local procurement processes included in its documented policies and procedures;



- Wait at least four weeks after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers;
- Consider all bids submitted and select the most cost-effective offering, with price being the primary factor considered; and
- Keep control of the competitive bidding process by not surrendering control to a service provider who is participating in the bidding process and not including service provider contact information on the FCC Forms 470. It is the administration's policy to retain all E-Rate records for a period of five years after the last date of service in accordance with FCC fifth report and order (para. 47, FCC 04-190, adopted August 4, 2004).

#### Activity Fund Purchases

Individual purchases of any quantity of one specific capital outlay item having an estimated total net price less than \$10,000 may be made upon written authorization from the superintendent after receiving written price quotations from 3 vendors.

Individual purchases of any quantity of one specific capital outlay item having an estimated total net price in excess of \$10,000 shall be made only upon receipt of written price quotations from 3 vendors and with prior approval of the board of education.

#### Food Procurement for Child Nutrition Program

All Child Nutrition purchases for goods and services shall be procured in compliance with 7 C.F.R. Part 3016 and State Law and in accordance with the guidelines of the purchasing manual. All purchases will be made pursuant to a board approved purchase order or contract.

#### Prohibited Purchasing Practices

District employees and board members are expressly forbidden from accepting gratuities from any vendor or supplier. Gratuities as specified under this policy include anything of value (cash or assets easily convertible to cash, travel, lodging, appliances, automobiles or their use, or any other form of special treatment paid or given to an employee or board member) which might influence the employee's selection of a vendor or supplier.

Promotional and advertising novelties or meals with a total value of \$100 or less per year, per employee/board member, per vendor, are not considered gratuities under this policy.

With prior board approval, the district may accept vendor provided travel, lodging and registration for the purpose of attending professional development conferences, workshops, presentations or training.

Employees or members of the board of education are not permitted to make purchases for personal use through any fund of the district, including the school activity funds.

Collusion in buying, kickbacks or other agreements or arrangements with vendors intended to benefit or advantage the vendor or to benefit or provide personal advantage to school

personnel is strictly prohibited by law and board policy. This policy in no way restricts clearly stated discounts or benefits to the district.

#### Violations of Purchasing Policy

District employees violating this policy, exceeding their purchasing authority or incurring an expense without a pre-approved purchase order may be held personally and financially liable and subject to disciplinary action including, but not limited to, suspension, demotion, termination or legal action.

#### Other

The district will only be legally obligated to pay vendors for delivered materials, supplies and services ordered pursuant to state purchasing laws and district purchasing policies and regulations. This policy applies to all funds. Individuals and entities who do business with the district are placed on notice that no bill will be paid unless relevant statutes, policies and regulations governing purchases with the district have been followed, and that no district employee has authority to obligate the district for materials, supplies, or services ordered on behalf of the district unless the individual has complied with the purchasing rules of the district.

**SELECTION OF A CONSTRUCTION MANAGER**

Pursuant to 61 O.S. § 62, the Board of Education authorizes the Superintendent or his or her designee to develop and maintain procedures for the selection of a construction manager for each project for which the District determines that the employment of a construction managers is permitted and desirable. This procedure shall, at a minimum:

1. Extend consideration only to construction mangers recognized as qualified by the Department of Real Estate Services of the Office of Management and Enterprise Services;
2. Evaluate the candidates' professional qualifications, including but not limited to, licensing, registration, certifications, technical abilities and past experience relevant to the contemplated project; and
3. Select a construction manager based on professional qualifications and technical experience.

Upon selection of a construction manager, the District shall negotiate a contract with the highest qualified construction manager, provided that a fee can be negotiated that is fair and reasonable to both parties. In the event a reasonable fee cannot be negotiated with the selected construction manager, the District may negotiate with other construction managers in order of their qualifications.

Reference: 61 O.S. § 62

**PAYMENT OF SUBSTITUTE TEACHERS**

All substitute teachers will be paid the approved rate set by the Sperry Public Schools. Substitute teacher's time for each teacher's absence will be turned in each day. Checks will be mailed to substitute teachers after the board meeting for the preceding month's time.

Substitute teachers will be employed through the superintendent's office.

**DUPLICATE CHECKS**

The district may issue a second or duplicate check in lieu of any check issued and subsequently lost or destroyed by the payee. No second or duplicate check will be issued until the district has stopped payment on the check by the payor bank or, in the alternative, until an affidavit explaining the circumstances regarding how the original check was lost or destroyed has been submitted to the district by the payee. The appropriate administrator may use his/her discretion in determining which alternative to use to preclude any district loss taking into account the district's past relationship with the payee, the amount of the original check, and other relevant factors.

## **POLICY ON ELECTRONIC RECORDS, CONTRACTING AND SIGNATURES**

Under certain conditions, electronic records and signatures satisfy the requirements of a written signature when transacting business. The District desires to promote effective and efficient use of electronic records to conduct business. The authenticity and reliability of electronic records and signatures relating to governmental transactions are dependent on the accompanying processes, supplemental records and the overall context in which records are created, transferred, signed and stored. The purpose of this policy is to provide guidelines for the use of electronic records and signatures in connection with the transaction of District business.

This policy does not mandate the use of an electronic signature or otherwise limit the right of a party to conduct a transaction on paper, nor does it apply to any situation where a written signature is required by law.

### **Definitions**

1. **Attribution** - An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to whom the electronic record or electronic signature was attributable.
2. **Electronic Signature** - An electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
3. **Electronic Record** - Any information created, generated, sent, communicated, received or stored by electronic means.

### **Guidelines**

#### **Electronic Records**

Electronic records created or received by the District shall be appropriately attributed to the individual(s) responsible for their creation and/or authorization or approval. The District shall utilize available technology to implement reliable methods for generating and managing electronic records. Any electronic record filed with or issued by the District shall be given the full force and effect of a paper record if the following conditions are satisfied:

1. The record is an electronic filing or recording and the District agrees to accept or send such record electronically; and
2. If a signature is required on the record by any statute, rule or other applicable law or District policy, the electronic signature must conform to the

requirements set forth in this policy governing the use of electronic signatures. Signatures cannot be altered by ordinary means.

### Electronic Signature

An electronic signature may be used unless there is a specific statute, regulation, rule of law or District policy that requires records to be signed in manual (i.e., non-electronic) form. The issuance and/or acceptance of an electronic signature by the District shall be permitted in accordance with the provisions of this policy and all applicable state and federal laws. Such electronic signature shall have the full force and effect of a manual signature only if the signature satisfies all of the following requirements:

1. The electronic signature identifies the individual signing the document by his/her name and title;
2. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail;
3. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed
4. The electronic signature must be electronically encrypted or transmitted by technological means designed to protect and prevent access, alteration, manipulation or use by any unauthorized person; and
5. The electronic signature conforms to all other provisions of this policy.

### Authorized District Officers

The following positions are considered Authorized Officers/Employees:

Board of Education President  
Board of Education Vice President  
Board of Education Clerk  
Board of Education Treasurer  
Superintendent of Schools  
Superintendent's Designee  
Chief Financial Officer

Authorized Officers/Employees are the individuals delegated the authority to electronically sign documents on behalf of the District, where signatory authority has been granted for a specific transaction or purpose. **This policy is not intended to grant signatory authority to any person who does not have such authority by virtue of their position.**

Unless prohibited by law, Authorized Officers/Employees may, but are not required, to sign documents through an electronic signature on any record, including without limitation contracts, agreements, correspondence, certificates, reports, minutes or similar documents in those instances in which the Authorized Officer's/Employee's signature is required or permitted. Use of an electronic signature requires the approval of the Authorized Officer/Employee.

All electronic signatures are subject to the District's authentication procedures and Authorized Officers/Employees are required to comply with all security procedures established by the District and its software vendors.

**Prohibited Use – All Employees and Officers**

No employee or officer may use an electronic signature on any district document on behalf of any other employee or officer unless that person has been granted specific, written authorization to do so. Any unauthorized employee who uses electronic methods to sign documents, or falsifies electronic records or electronic signatures will be subject to disciplinary action up to and including dismissal. The District may also refer violations of this policy for possible criminal prosecution. All employees are required to immediately report any violations of this policy, suspected fraud, or other security concerns to the Superintendent.

**Employment Applications, Contracts and related Paperwork**

Any person applying for employment with the District or signing an employment contract with the District may be required by the District to electronically sign an employment application, contract of employment, or any other employment related paperwork. All electronic signatures are subject to the District's authentication procedures and applicants and employees are required to comply with all security procedures established by the District and its software vendors.

Reference: OKLA. STAT. tit. 12A, §§ 15-101 to 15-121.



## **IDENTITY THEFT PREVENTION**

This policy is adopted to ensure compliance with the Fair and Accurate Credit Transaction Act, 15 USC. §1601 et seq. and the Federal Trade Commission's rules regarding Identity Theft (the "Red Flag Rules"). The district is subject to the Red Flag rules if it is a "Creditor." The district is a Creditor if it provides any goods or services for a fee *and* as a matter of course extends credit to its customers by offering them the ability to pay for those goods and services *after* they are provided as opposed to requiring prepayment or contemporaneous payment. The district is a creditor with respect to limited areas involving a low risk of identity theft. Areas in which the district allows a debtor to defer payment owed the district include but are not limited to school meal charges, after school care charges, adult education tuition, facility use charges and similar accounts. The district must review all of its "Accounts" to determine whether any of those accounts are "Covered Accounts." As to "Covered Accounts," it must develop an Identity Theft Program (herein referred to as the "Program") designed to detect, prevent, and mitigate identity theft in connection with a Covered Account.

### **Definitions:**

For purposes of this policy, the following definitions apply.<sup>1</sup>

"Account" means a continuing relationship established by a person with the district to obtain a product or service for personal, family, household, or business purposes. Note that the requirements of the federal rules apply not only to existing accounts but also to new account openings, when a relationship has not yet been established.

"District" means the Sperry School District.

"Covered Account" pertains to accounts which involve prepayment or contemporaneous payment as well as payment in arrears and means (i) an account that the district offers or maintains, primarily for personal, family or household purposes, that involves or is designed to permit multiple payments or transactions, such as a child care account, cafeteria account, tuition account, or facility rental account and similar accounts; and (ii) any other account that the district offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the district from identity theft, including financial, operational, compliance, reputation, or litigation risks. This category of Accounts includes the district's small business accounts, sole proprietorship accounts, and accounts for which the risk of identity theft is reasonably foreseeable because of how they are opened and accessed (i.e., the accounts can be accessed without face-to-face contact, such as through the Internet or by telephone).

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<sup>1</sup> Other than district and "personal identifying information", definitions provided in this section are based upon the definitions provided in 16 C.F.R. § 681.1.

“Credit” means the right granted by the district to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.

“Creditor” means a business or organization that regularly defers payment for goods or services or provides goods or services and bills customers later (as opposed to requiring prepayment or contemporaneous payment).

“Customer” means a person that has a covered account with the district.

“Identity Theft” means fraud committed or attempted using identifying information of another person without authority.

“Person” means a natural person, a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

“Personal Identifying Information” means a person’s credit card account information, debit card information, bank, bank account information, and driver’s license information and for a natural person includes the individual’s social security number, mother’s birth name, and date of birth.

“Red Flag” means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

“Service Provider” means a person that provides a service directly to the district.

The district shall create an Identity Theft Program to protect Covered Accounts. At a minimum, the district’s Program will:

1. Identify and list the Covered Accounts.
2. Identify and list the red flags indicating that someone might be attempting to obtain services, products or information surreptitiously by claiming to be someone they are not.
3. Explain how the district will detect red flags that have been identified.
4. Explain how the district will respond if a red flag is detected.
5. Designate a senior administrative employee to administer the program.
6. Describe the district staff who need to be trained on how to detect and respond to identity theft and the training they should receive.
7. To ensure the protection of the district’s clients from identity theft via the district’s contracted service providers, identify the categories of service providers that should be required via contract to assist the district in detecting red flags and must therefore either have their own red flags program or ensure compliance with the district’s red flags program.
8. Identify how the district will periodically reassess its operations to ensure that its red flag program reflects the current risks of identity theft to its clients

(including, but not limited to, the types of records/accounts that are subject to the Red Flag Rules as Covered Accounts and the activities or occurrences that should be designated as a red flag for identity theft).

9. Be submitted to the district's board for approval.
10. Be annually re-evaluated to determine whether material changes have occurred warranting changes to the district's identity theft policy and program.

### **Updating the Program**

Upon the recommendation of the superintendent the board of education shall annually review and, as deemed necessary by the board, update the district's identity theft prevention program along with any relevant red flags in order to reflect changes in risks to customers or to the safety and soundness of the district and its covered accounts from identity theft. In so doing, the board of education shall consider the following factors and exercise its discretion in amending the program:

1. The district's experiences with identity theft;
2. Updates and methods of identity theft;
3. Updates and customary methods used to detect, prevent, and mitigate identity theft;
4. Updates on the types of accounts that the district offers or maintains; and
5. Updates in service provider arrangements.

### **TELEPHONES**

The board of education recognizes that telephone communications by staff and students are occasionally necessary. However, classes must not be interrupted for routine telephone calls.

1. Students or staff may be called from the classroom only for urgent or emergency telephone calls.
2. Personal telephone calls are discouraged; however, students may obtain permission from office personnel to use the office telephones for business use only during class breaks.
3. Incoming messages will be accepted and delivered during class breaks, if time permits.
4. Teaching staff may use office telephones, if necessary. Personal long distance calls will not be made from office telephones.

## **TRANSPORTATION MANAGEMENT**

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

1. To provide transportation for any child who is participating in pre-kindergarten, kindergarten or early childhood program operated by the school district or any Head Start program offered by the school district.
2. To transport children whose homes are more than a reasonable walking distance, as defined by regulations of the State Board of Education, from the school attended by such child. Transportation may be provided to children whose residence is within one and one-half miles of the school attended only within the limits of time, space and funds. Such transportation privileges shall be withdrawn if the board believes it to be in the best interest of the school district.
3. The board of education may provide transportation to students living outside the boundaries and routes established for the district by the State Board of Education.
4. To allow, when practicable, the use of school buses for the transportation of students to school activities and on field trips that have been approved by the superintendent.
5. To provide adequate education facilities and opportunities which otherwise would not be available.
6. To contract for the use of school buses and other school transportation for general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural or parental involvement purposes, and to make a reasonable charge to cover the cost of the use of school buses and other school transportation.

Reference: OKLA. STAT. tit. 70, § 9-105

**SCHOOL BUS SAFETY PROGRAM**

The safety and welfare of student riders will be the first consideration in matters pertaining to transportation. Children will be instructed as to the proper and safe conduct while aboard transportation vehicles. Emergency evacuation drills will be conducted regularly to acquaint students thoroughly with appropriate procedures for emergency situations.

All vehicles used to transport students will be maintained in a condition that will provide reasonably safe and efficient transportation service with a minimum of delay and disruption due to mechanical or equipment failure. Buses will be replaced as required to provide good equipment at all times.

Complete reports on any school bus accident should be filed in a timely manner. These reports should be brought to the attention of the board as soon as possible.

School bus drivers will always bring the bus to a full stop – with caution lights flashing – before loading or unloading passengers.

When unloading passengers, the driver will stay in place with caution lights on until the exiting passengers are at a safe distance away from the bus and/or clear of the street.

In furtherance of the District's School Bus Safety Program, the District may install and operate a video-monitoring system in or on its school buses or bus stop-arms for the purpose of recording a violation by a driver attempting to overtake a school bus with red loading signals in operation. See District policy "Use of Security Cameras."

Reference: OAC 210:35-13-115; OKLA. STAT. tit. 47 §11-705

<p style="text-align: center;"><b>SPERRY PUBLIC SCHOOLS</b> BOARD OF EDUCATION POLICY</p>	<p style="text-align: right;"><i>Business and Auxiliary Services</i></p> <p style="text-align: right;">Adopted: September 11, 2017; Revised: August 12, 2024</p>
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## **CHILD NUTRITION INFORMATION FOR EMPLOYEES**

The district participates in the USDA's child nutrition program, and all employees, even those not specifically connected with child nutrition services, are required to adhere to applicable standards and guidelines.

### Staff Training and Employee Meals

The Child Nutrition Director is responsible for ensuring that all child nutrition workers have appropriate professional development and training opportunities to comply with USDA, health, safety, and sanitation requirements. The Child Nutrition Director will also provide a copy of this policy to all employees who are responsible for complying with this policy. Although they are not specifically responsible for enforcing the policy, school social workers, counselors, nurses, homeless liaison, etc. will also receive a copy of this policy.

The district operates on a commodity program and is prohibited from providing any unpaid meals to employees. Meals furnished to employees of the district's food service department are excluded from this regulation.

### Charging Meals

No adult, including a school employee, may charge a meal at school.

### Collections

Only employees authorized by the Child Nutrition Director are permitted to have contact with parents regarding delinquent accounts.

### Recordkeeping

The Child Nutrition Director will maintain all district records related to applications for free/reduced price meals.

The superintendent and The Child Nutrition Director will maintain records of distribution of this policy.

The Child Nutrition Director will retain evidence of the efforts made to collect unpaid meal charges, including evidence that the collection efforts were timely and in accordance with the district's family policy.

The Child Nutrition Director will maintain the financial documentation showing when the delinquent charges were reclassified as bad debt (operating loss) and how the funds were restored using non-federal sources.



### **CHILD NUTRITION INFORMATION FOR FAMILIES**

All district students may, but are not required to, participate in any or all of the district's child nutrition program services. The district participates in the following USDA child nutrition programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Breakfast in the Classroom

Although the district complies with all USDA child nutrition program requirements, this policy is designed to provide families with pertinent information regarding meals at schools. Any individual who wishes to obtain more detailed information about the district's programs may contact The Child Nutrition Director.

#### Cafeteria Use

Except under special circumstances<sup>1</sup> all students will eat in the cafeteria or other designated location.

Guests must be cleared by the building principal prior to joining a student in the cafeteria. Non-district individuals or groups who wish to use the cafeteria must follow the procedures outlined in the district's facility use policy.

#### Meal Costs

The superintendent will establish the cost for meals prior to the beginning of each school year. Meal costs will be widely publicized and posted in the cafeteria.

#### Meal Payments

Students are encouraged to pre-pay for meals to ensure quicker checkout in the cafeteria and to reduce the likelihood of forgotten or lost lunch money. Students may pre-purchase meals with cash or check in the cafeteria during normal operating hours.

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<sup>1</sup>Special circumstances include, but are not limited to, lunch detention, severe food allergies, and IEP requirements. The district will not separate students during meals based on a student's ability to pay.

The district provides several options to keep parents informed of their student's meal account balance. The district will send automated calls to parents twice a week when a child's account balance is low or negative. Parents may also check their child's account balance on a daily basis through the district's online parent/student information system. In addition, parents are welcome to call the cafeteria office to check account balances.

### Free and Reduced Price Meals

All families will have the opportunity to submit an application for free and/or reduced priced meals. This application must be completed each year. The district will utilize federal guidelines in determining eligibility for free and/or reduced price meals, and those guidelines will be publicized with other notices regarding the district's child nutrition program. The Child Nutrition Director is responsible for reviewing applications and determining eligibility. The Child Nutrition Director is responsible for promptly notifying families whether their application has been approved and following up with families who have submitted incomplete applications.

Any family who wishes to appeal a decision regarding their eligibility may make an appeal to the board clerk. If an appeal is filed, the individual will be notified of the date and time for an appeal hearing. Individuals may bring a representative with them to any appeal hearing.

School personnel will use discretion in handling applications, and the names of students eligible for free/reduced price meals will not be published, posted, announced, etc. Students receiving free/reduced price meals will not:

- Use a separate cafeteria or area of the cafeteria
- Use a separate serving line
- Enter the cafeteria through a different entrance
- Eat meals at a different time
- Work for their meals
- Use a different method at the checkout
- Eat a different meal

### Charging Meals

Students in all grades who do not qualify for free meals may charge a maximum of \$30.00 in meals at school prior to May 1<sup>st</sup>. No charges will be permitted within the last two weeks of school. All meals which are charged will be alternate/reimbursable meals.

Students who have exceeded the charge limit and students who are without lunch funds after May 1<sup>st</sup> will receive alternate meals if they do not have money to pay for their meals.

As an example, an alternate meals may consist of a sack lunch with a sandwich, fruit, and milk and/or another low-cost entrée.

### Collecting Debt

The district must work to ensure that its child nutrition services are run in a fiscally responsible manner. Families will be notified when their child's account balance is low so that the account can be replenished. If a child's account has a negative balance, the following steps will be taken:

1. The Child Nutrition Office will attempt to contact families via phone, email, or through personal contact.
2. If the account remains delinquent despite these efforts to collect the debt, Child Nutrition Director and Superintendent will assess the situation to determine whether the account should be referred to an outside collection agency. The Superintendent is also responsible for determining whether the debt should be reclassified as bad debt and how the funds will be restored to the child nutrition program.
3. Students may not be permitted to participate in extracurricular activities if their account is \$30.00 or more delinquent.

### Policy Distribution

This policy will be widely circulated in the community prior to the start of each school year and will promptly be provided to families who join the district after the start of the school year. The superintendent has discretion in determining appropriate distribution methods, but the board expects the distribution to occur through as many of the following methods as deemed practical:

- District's website
- Back to school night
- Enrollment paperwork and at the beginning of the school year

## **FOOD ALLERGIES**

The district is committed to ensuring equal access to its programs for all students, including students with food allergies. Reasonable accommodations will be made to allow students with food allergies to participate in all its programs. The district will not tolerate any retaliatory or bullying conduct toward a student due to a food allergy.

### Food Allergy and Anaphylaxis Action Plan

A Food Allergy and Anaphylaxis Action Plan (“Plan”) will be developed for each student who has a food allergy. The Plan will be based on an interactive meeting between the parent/guardian and the special education director, and will be supported by medical documentation provided by the student’s healthcare provider. The Plan will include, at a minimum, the following information:

- specific allergens / ingredients to be avoided
- preventative measures
- method by which employees can easily identify the student
- type of reaction to the allergen
- actions to be taken in case of suspected exposure when no reaction is observed
- actions to be taken when symptoms are present
- reasonable accommodations which will be provided for the student

Reasonable accommodations may include actions such as an alternative meal which is as nutritionally comparable as reasonably possible, a meal prepared in a separate area of the kitchen, a meal served at a separate table in the cafeteria, etc. The reasonable accommodations identified during the interactive development of the student’s Plan are subject to final approval by school officials. In the event the parent/guardian is not satisfied with the results of the interactive meeting or the established Plan, the parent/guardian may request a review of the accommodations and/or the Plan by contacting the superintendent in writing within five (5) school days of the development of the Plan.

The Plan will be reviewed/updated through the interactive process at least once per school year.

### Cafeteria Employees

The district provides training regarding food allergies to all individuals who work in the cafeteria. Although the district will attempt to protect student confidentiality to the extent safely possible, cafeteria workers are considered individuals who have a need to know information regarding student food allergies. Accordingly, relevant cafeteria staff will have access to all Plans.

The district will clean all cafeteria surfaces in accordance with accepted standards. Tables and work areas which are specifically designated as allergen free, if applicable, will be cleaned with designated cloths/sponges to avoid cross contact.

### Food Consumption Outside of Cafeterias

Except under limited circumstances such as banquets or similar events involving approved food service, the district does not permit food to be consumed outside the cafeteria. Teachers planning on permitting food consumption for a special occasion or activity must take reasonable precautions to ensure that a student with a food allergy is not inadvertently exposed to an allergen, and that the student may participate in the activity in a meaningful way with other students.

## **DISABILITY ACCOMMODATIONS**

It is the policy of the board of education to take reasonable steps to accommodate our patrons and students with disabilities.

Employment opportunities will not be withheld from any qualified person solely because of a known disability. The school district will make reasonable accommodations to the known physical or mental limitations of a qualified person, unless it can be shown that the accommodation would impose an undue hardship on the operation of this school district.

For the purposes of this policy, the term "reasonable accommodation" may include making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and job restructuring, part-time or modified work schedules, re-assignment to a vacant position, acquisition or modification of equipment, modifications or examinations and training, the provision of qualified readers and other similar and reasonable accommodation.

### Plan for Assessing Undue Hardship

The district is not required to provide an accommodation if it will impose an undue hardship on the operation of its business. Undue hardship is defined by the Americans with Disabilities Act ("ADA") as an action that is excessively costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature or operation of the business.

The district will evaluate and determine whether a particular accommodation will impose an undue hardship on a case-by-case basis. The factors to be considered are as follows:

1. The nature and cost of the accommodation needed.
2. The financial resources of the facility making the accommodation, the number of employees, at the facility, and the effect on expenses and resources of the facility.
3. The overall financial resources, size, number of employees, and type and location of facilities of the entity covered by the ADA.
4. The operation of the district including the structure and functions of the work force, the geographic separateness, and the administrative or fiscal relationship of the facility involved in making the accommodation to the larger entity.
5. The impact of the accommodation on the operation of the facility that is making the accommodation.

Each of the related factors will be considered in determining whether an accommodation will pose an undue hardship. The ADA compliance officer will investigate the accommodations under consideration and will issue a report examining the accommodations in view of the factors listed.

### **IMMUNIZATIONS**

The board of education shall provide an environment for students to study, interact, and learn. Such an environment shall be reasonably free of known hazards that may threaten or endanger the health of our children or educators.

The board of education shall require that no child be admitted to this school district unless and until the student's parent/guardian provides (1) a current, up-to-date immunization record **OR** (2) a completed and signed state-approved exemption form. Either the up-to-date immunization record or a completed and signed state-approved exemption form must be on file with the district **prior** to the student's admission to the district. The exemption form shall specify that the student has received or is in the process of receiving the immunizations currently required by Oklahoma State Department of Health regulations, unless the exemption has been granted from the immunizations on medical, religious, or personal grounds or as otherwise required by law.

The immunization requirements shall be posted at the district's website **and** in any notice or publication provided to parents/guardians regarding immunizations. The state-approved exemption form is available at the Oklahoma State Department of Health website: <https://oklahoma.gov/health.html>.

If a parent or guardian is unable to pay for the required immunizations, the school will refer the student to the State Department of Health for assistance.

Reference: OKLA. STAT. tit. 70 §1210.191, OKLA. STAT. tit. 70 §1210.192; O.A.C. 310:535-1-2

## **COMMUNICABLE DISEASES**

Many communicable diseases, including Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS), require special consideration in the school environment. The board of education seeks to provide an environment which is safe for all students and employees, while maintaining the dignity and privacy of individuals infected with communicable diseases.

Current research indicates that the risk of transmitting HIV/AIDS and other communicable diseases is low in the school setting when appropriate procedures are followed. All school employees are required to follow the district's Bloodborne Pathogen Exposure Control Plan at all times when there is a potential for exposure to any bodily fluid. Parents/guardians will be notified in the event a minor student has been exposed to a potentially infectious agent.

Information regarding an individual's communicable disease status will be maintained in a separate confidential file and will only be disclosed:

- in compliance with Oklahoma law; or
- with the express approval of the superintendent.

Information about an individual's communicable disease status will not be included in the individual's regular school or health records. Any individual who discloses another person's communicable disease status without the superintendent's express authorization will face disciplinary action.

### Communicable Diseases for Which Isolation or Quarantine is Required

No student having a communicable disease, requiring a period of isolation or quarantine, shall enter or remain at a district school site. This shall be in effect until the order for quarantine or isolation has expired or permission for entry and return to the school site and activities has been given by the local county health department or State Department of Health. It shall be the responsibility of the student's parent(s) or legal guardians and District administration—not the student's teacher—to exclude the student. In the event a student known to be infected arrives at a school site or, after their arrival, is discovered to be infected—a school site administrator shall discretely remove the student from the class or activity, place the student in a monitored room where the student will not come into close contact with non-infected persons, and contact the student's parent or legal guardian to make arrangements to send the student home.

### Student Admission

No student will be denied an education or participation in the activities of the district based solely on his/her status as a student infected with a communicable disease. In the event the school administration learns that a student may have a communicable disease, the superintendent or designee will consult with the Oklahoma State Department of Health



regarding an appropriate educational environment for the student. All decisions regarding an appropriate educational setting for the student will be made on a case-by-case basis following established policies and procedures for students with chronic health problems or other disabilities. The placement decision will be periodically reviewed, and will also be reviewed at any time a staff member observes behavior which might pose a reasonable risk of transmitting the communicable disease.

### Employment

No individual will be denied employment or have his/her contract nonrenewed based solely on his/her status as an individual infected with a communicable disease.

Reference: OKLA. STAT. tit. 63, § 1-507 (2021)

### **CONTAGIOUS HEALTH CONDITIONS**

The district is committed to providing a safe and healthy environment for all students and employees. School administrators will enforce this policy for the benefit of all members of the school community but will attempt to avoid embarrassment to an affected individual as practical given the totality of the circumstances. Students and employees with unique health circumstances may request an exception to this policy by providing a statement from a physician certifying that there is no danger of the condition spreading to others in the school environment. The district will comply with physician instructions when implementing the requirements of this policy.

Any student or employee who is determined to be afflicted with a contagious health condition such as head lice or bed bugs—in all stages/forms of life—shall be prohibited from attending school until a health officer (licensed physician, licensed physician's assistant, health department official, school nurse, etc.) has determined that the individual is free of the condition or that there is no danger of the condition spreading to others in the school environment.

Students and employees who have had a fever, diarrhea or vomiting must be symptom free for 24 hours, without the use of symptom reducing medication, prior to returning to school.

Students and employees who have pink eye or another eye infection must be symptom free or consult with the school nurse or provide a physician's statement prior to returning to school.

## **MEASLES**

Due to an increasing number of measles cases being reported to the Centers for Disease Control, the District has enacted this policy as a part of its effort to prevent and control the spread of communicable diseases in the school environment, and to maintain a safe and healthy environment for all students and employees.

The Oklahoma State Department of Health has identified measles as a highly infectious disease for which an employee or student should be excluded from work or school until free of the disease, and which may require a written statement from the health department or a healthcare provider before the employee or student is permitted to return to work or school.

### **Symptoms:**

Absent a diagnosis of a contagious disease from the health department or a healthcare provider, a school administrator may exclude from a worksite or school an employee or student suffering from or exhibiting the following symptoms:

- Fever alone, 100 degrees Fahrenheit
- Sore throat or tonsillitis;
- Any eruption of the skin or rash;
- Any nasal discharge accompanied by fever;
- Severe cough, producing phlegm; or
- Any inflammation of the eyes or eyelids.

Symptoms of measles include high fever and red blotchy rash starting on the face then spreading to the rest of the body. Symptoms begin to appear about 7 to 14 days after a person is infected, but can be as long as 21 days. Most cases start with a mild to moderate fever, cough, runny nose, red eyes, and sore throat. About three to five days later, a red rash appears. The rash begins at the hairline, then spreads down the rest of the body. When the rash appears, the fever may be as high as 103°F to 105°F. Other symptoms may include Koplik's spots (tiny white spot with bluish-white centers in the mouth), and feeling run down or achy. Symptoms may last for one to two weeks.

Measles is passed from person to person by airborne droplets through coughing or sneezing. Measles can also be spread by contact with nose and throat secretions from ill persons, or touching a contaminated surface. Infected people can spread the virus four days before their rash starts to four days after.

Measles can be prevented by the measles vaccine (usually given in combination with rubella and mumps vaccines, or MMR vaccine), and is recommended for all children at 12 to 15 months of age and again at four to six years of age. If a person has not received a second

dose of the vaccine between four and six years of age, it may be given at any age thereafter. The two doses of vaccine normally provide lifelong immunity.

Any student or employee who is determined to be infected with measles shall be prohibited from attending work or school until a health officer (licensed physician, licensed physician's assistant, health department official, school nurse, etc.) has determined that the individual is free of the condition or that there is no danger of the condition spreading to others in the school environment.

### **Exceptions**

Students and employees with unique health circumstances may request an exception to this policy by providing a statement from a physician certifying that there is no danger of the condition spreading to others in the school environment. The district will comply with physician instructions when implementing the requirements of this policy.

### **Educational Services**

The District will confer with the parent/guardian of any student excluded from school due to measles, and formulate a plan for homebound instruction to be provided by the District, until the student is permitted to return to school.

### **Reporting and Additional Information**

Any District employee who suspects a measles infection through either observation of parent/guardian report should report it immediately to the county health department. While local health officials may release pertinent information about a suspected infection or confirmed infection, District employees are prohibited from disclosing information regarding the medical condition of a student or fellow employee.

Any person suspecting they have been exposed to measles should contact their healthcare provider or county health department. Additional information regarding measles and symptoms of an infection is available as follows:

Oklahoma State Department of Health  
1000 NE 10<sup>th</sup>  
Oklahoma City, OK 73117  
(405) 271-5600  
Toll free: (800) 522-0203

<https://www.ok.gov/health2/documents/Measles.2018.pdf>

## **WELLNESS**

A significant amount of research exists showing the important roles nutrition and physical health play in student learning. To increase the likelihood for students to achieve their full academic potential, the district is committed to promoting health and wellness in all its school sites. This policy outlines the district's goals and procedures to ensure:

- Students have access to healthy foods at school in accordance with federal and state nutrition standards
- Students receive quality nutrition education to help them develop lifelong healthy eating behaviors
- Students have opportunities to be physically active before, during, and after school
- Individual school sites promote nutrition, physical activity and other behaviors which encourage wellness
- The community is welcome in the district's wellness program
- The smooth operation of the district's wellness program

The board encourages staff to engage in healthy eating and appropriate physical activity since staff members serve as role models for district students.

### District Wellness Committee Membership and Leadership

The district's wellness program will be coordinated by curriculum director. The curriculum director will annually designate one (1) individual at each school site to be a site level liaison for the district's program and will publicize this information on the district's website and by other means as he/she determines appropriate. Individual sites will publicize the name and contact information for their site liaison in school newsletters, as a part of routine parent updates, and through other appropriate methods.

Although the district's wellness program is coordinated by the curriculum director, the program will be based on the work of the district's wellness committee. The committee will meet once each quarter during the school year for the purpose of reviewing existing wellness activities, brainstorming new activities, reviewing and assessing the district's wellness policies and procedures, and related actions.

Membership in the committee will be open to interested parents, students, health care providers, social service workers and school representatives. The committee will include, minimally, a child nutrition representative, a PE teacher, a school administrator and all site liaisons.

A staff subcommittee comprised of the curriculum director, a human resources representative, a teacher representative and an administrator will focus on staff development. The subcommittee will meet once per semester and will focus on providing wellness resources and strategies to teachers. The subcommittee will make recommendations regarding professional development related to health, wellness, integrating kinesthetic learning and the overall connection between wellness and learning.

#### Assessment, Planning and Reporting

The curriculum director is responsible for conducting a district assessment using tools available through the Centers for Disease Control. Once the assessment is completed, the committee will develop and maintain a plan to implement and manage the district's wellness program. The district's plan will be specific for each site (although the site plans may be substantially similar) and delineate the roles, responsibilities, actions and timelines for wellness activities. It will also include specific goals and objectives for nutrition standards for all foods and beverages available on campus, outside food/beverage marketing, nutrition promotion and education, physical activity and education and other wellness activities. The plan will be regularly assessed, reviewed and updated in light of district needs, emerging research and to ensure compliance with the latest local, state and federal standards.

The curriculum director will prepare a triennial progress assessment for the board. This assessment will include information such as the extent to which individual schools are in compliance with the policy, how the district's program compares with federal standards and a description of the overall progress in attaining the district's goals.

A copy of all assessments, plans and progress reports will be available through the curriculum director. The curriculum director will also maintain documentation demonstrating efforts to involve non-employees in the committee, minutes from the committee meetings, notes regarding wellness activities conducted, and information regarding how this information was made available to families and community members.

#### Open Communication

The curriculum director and site liaisons are expected to make an effort to involve all district families and interested community members in the district's wellness initiatives. This also includes providing parents with information regarding health and wellness, the district's policy and plan, activities, involvement opportunities, school meal standards and available child nutrition programs. This information will be communicated through a variety of methods, including publication in newsletters and on the website, at enrollment, back to school nights and similar activities.

#### School Meals

The district participates in the following USDA child nutrition programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Breakfast in the Classroom

Participation in these programs is designed to ensure students receive plenty of fruits, vegetables, whole grains, and fat-free/low-fat milk to meet their nutrition needs. School meals are also calorically appropriate, moderate in sodium, low in saturated fat and have zero grams of trans fat.

Goals of the district's meal program include:

- Improving overall health
- Mitigating childhood obesity
- Modeling healthy eating in support of lifelong eating patterns
- Accommodating cultural food preference and special dietary needs

School meals:

- Are accessible to all students
- Are appealing and attractive to children
- Are served in clean and pleasant settings
- Meet or exceed current nutrition requirements established by local, state, and federal statutes and regulations
- Promote healthy food and beverage choices by:
  - Making sliced or cut fruit available daily
  - Displaying daily fruit options in students' line of sight/reach
  - Creatively naming vegetable options
  - Bundling daily vegetable options into all grab and go meals
  - Training servers to politely prompt students to select and consume the daily vegetable options with their meal
  - Placing white milk in front of other beverages in all coolers
  - Highlighting alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) on signs within all service / dining areas
  - Creating a reimbursable meal in all service areas (e.g., salad bars, snack rooms, etc.)
  - Using student surveys and taste testing opportunities to inform menu development, dining space decor, and promotional ideas
  - Displaying student artwork in the service and/or dining areas
  - Marketing menu options through daily announcements

The district has taken the following steps in commitment to increasing student access to nutritious, appealing meals:

- Menus, with nutrition information, will be posted on the school website
- A certified nutrition professional will review/create menus
- Child nutrition professionals administer the district's program
- Students will have at least 10 minutes to eat breakfast and at least 20 minutes to eat lunch (from the time they are seated with their meal)
- Students are served lunch at a reasonable time of day
- Families will be informed about available child nutrition programs

### Qualifications and Training

All school nutrition employees will meet or exceed USDA hiring and annual continuing education/training requirements.

## Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day, including during mealtimes. Students may also bring and carry approved water bottles – filled only with water – throughout the day.

## Competitive Foods and Beverages

Foods and beverages sold or offered apart from the school meal programs (competitive items) will, at a minimum, meet the USDA Smart Snacks in School standards.

Competitive items at celebrations and parties are not required to meet USDA Smart Snacks in School standards, although the curriculum director is responsible for annually disseminating healthy and non-food party ideas to teachers, who will provide this information to parents who are bringing classroom snacks.

No food or beverage will be used as a reward or withheld as a punishment, unless specified in a qualified student's IEP.

## Fundraising

Competitive items may be sold during the school day as a fundraiser as long as those items meet USDA Smart Snacks in School standards. Site principals will annually provide staff and PTA representatives a list of healthy fundraising ideas.

Any site wishing to conduct fundraisers which are exempt from the Smart Snacks in School standards must follow the procedures and standards established by the Oklahoma State Department of Education. This includes designating a contact person to oversee and document the exempt fundraisers.

No exempt fundraiser may continue for more than fourteen (14) days or be conducted while school meals or snacks are being served. No more than thirty (30) exempt fundraisers may be held per site per semester. For purposes of this policy, fundraisers include, but are not limited to, activities such as vending machines, snack shops, student stores, etc.

The site principal must maintain documentation related to all exempt fundraisers, including, but not limited to, the organization, activity, class, or group benefiting from the fundraiser, as well as the dates of the fundraiser.

## Health and Nutrition Education

Good nutrition will be encouraged throughout the school day using evidence-based techniques, including creative marketing for nutritious food choices. This will create a food environment which encourages healthy eating and participation in school meal programs. Wellness committee employees and child nutrition workers will regularly consult federal and state resources for current tips and resources to implement these requirements.

The district's nutrition education will:

- Provide knowledge and skills so students can protect their health
- Be integrated across disciplines



- Be enjoyable, developmentally appropriate, and culturally relevant
- Promote nutritious foods and preparation methods
- Emphasize caloric balance (promote exercise)
- Coordinate with school meal and other relevant programs
- Teach media literacy related to food/beverage marketing

The district's health education curriculum will include:

- The relationship between eating, personal health and disease
- Food guidance from MyPlate
- Reading and using USDA's food labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables, and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on eating, including media, family, peers, and culture
- How to find valid nutrition and dietary information
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy behavior

### Advertising

In order to provide a consistent message for students, only those foods and beverages which meet USDE Smart Snacks in School standards may advertise on district property. This includes:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name, or trademark on school equipment, such as marquees, message boards, scoreboards, or backboards (Note: the district will not immediately replace existing items, but will not accept or allow new items which violate this policy)
- Corporate brand, logo, name, or trademark on cups, menu boards, coolers, trash cans, and other food service equipment; as well as on posters, book covers, assignment books, or school supplies displayed, distributed, offered, or sold by the district

- Advertisements in school publications or mailings
- Free product samples, taste tests, or coupons of a product, or free samples displaying advertising of a product

### Physical Activity

All schools will make a variety of physical activity available throughout the school day and will also seek opportunities to provide afterschool physical activities. The district's physical activities include PE classes, recess, classroom based physical activity and afterschool activities. Physical activity, including recess, will not be withheld as a punishment. This does not include participation in extracurricular activities which are privilege based. The district will maintain safe and appropriate grounds and facilities to promote active students.

The board will consider appropriate joint or shared use agreements for physical activity facilities to encourage all students and families to be active.

### Physical Education Classes

All district students, except those excused due to medical necessity, will participate in age-appropriate, sequential PE classes as required by state and federal curriculum standards. Students will also participate in state and/or federal assessments which promote fitness.

All district elementary students will participate in 60 minutes of physical education per week throughout the school year.

During PE class, students must be moderately to vigorously active for at least half of the class time during most or all PE class sessions.

### Health Education – Physical Activity

The following topics will be included in the district's health education curriculum:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness (cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition)
- Differences between physical activity, exercise, and fitness
- Phases of an exercise session (warm up, workout, and cool down)
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety (e.g., avoiding heat stroke, hypothermia, and sunburn while being physically active)
- How much physical activity is enough (determining frequency, intensity, time, and type of physical activity)
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching physical activity plan goals
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity (media, family, peers, culture)

- How to find valid fitness information or services
- How to influence, support, or advocate for others' physical activity
- How to resist peer pressure that discourages physical activity

### Recess (Elementary School Students)

All elementary sites will offer at least twenty (20) minutes of recess every school day, except when early dismissal or similar scheduling requirements make this impractical. Recess is separate from PE classes.

Time for hand washing, putting away coats, etc. will be built into recess transition periods to ensure students have adequate time for both recess and eating. For classes who participate in recess prior to lunch, adequate hand washing facilities will be readily available to ensure proper hygiene prior to eating.

Recess will be outside unless weather or other emergency conditions make this inadvisable. If recess is conducted inside, efforts will be made to promote physical activity during recess. This includes activities such as shared gymnasium time, walking in the hallways, and classroom physical activity.

Recess monitors will encourage students to be active and will serve as role models by being physically active alongside students when practical.

### Physical Activity in the Classroom

To increase attention to learning and to promote wellness, all students will be provided with brief, periodic activity breaks for stretching. Movement and kinesthetic learning will be routinely incorporated into lessons for all subjects.

### Active Transport

The district supports active transport to and from school, such as walking or biking. The administration will encourage this behavior by:

- Designating preferred routes to school
- Promoting activities such as International Walk to School Week, National Walk and Bike to School Week
- Providing secure storage facilities for bicycles and helmets
- Providing instruction on walking/bicycling safety
- Using crossing guards
- Establishing crosswalks near the school sites

### Other Activities to Promote Wellness

The district's wellness approach will be integrated across the entire school setting, including all school sponsored events.

All school-sponsored wellness events will include physical activity opportunities. The district will also seek opportunities to partner with the community in support of this program. The curriculum director is responsible for evaluating proposed partnerships, sponsors and activities to ensure that they comply with the district's wellness objectives.

**SPERRY PUBLIC SCHOOLS  
BOARD OF EDUCATION POLICY**

*Business and Auxiliary Services*

Adopted: June 10, 2013  
Revised: October 13, 2014;  
September 9, 2019

**SMOKING, VAPING, AND THE USE OF TOBACCO PRODUCTS**

The board is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens. The board believes that education has a central role in establishing patterns of behavior related to good health and that measures are necessary to help its students to resist tobacco use. The board is concerned about the health of its employees and also recognizes the importance of adult role-modeling for students during formative years. Therefore, the board shall discourage the use of tobacco products by its staff and students. The district will refer employees, parents/guardians, family members, and students (13 and older) interested in quitting tobacco use to the Oklahoma Tobacco Helpline and other available cessation resources.

**Tobacco on Campus**

Smoking, vaping and the use of tobacco products or vapor products in any form, as well as the use of simulated tobacco products, including e-cigarettes and similar devices, is prohibited on district property by all persons twenty-four hours a day, seven days a week, on district property and at school-sponsored events, including those held off-campus. This prohibition includes school buildings, grounds, and school-owned vehicles. Possession of tobacco products, simulated tobacco products or vapor products by students on school property is prohibited. This policy also applies to students and staff at any off-site, school sponsored meeting or event, including, but not limited to, field trips and athletic events.

**Marijuana on Campus**

Smoking, vaping, or possessing marijuana (as defined in Board of Education Policy, *Medical Marijuana, Hemp & Cannabidiol (CBD)*) on District property is strictly prohibited. Refer to the District's policy on *Medical Marijuana, Hemp & Cannabidiol (CBD)* for further information.

**Posting Signs Pursuant to this Policy**

At or near each entrance of every district building the following sign shall be conspicuously posted: Tobacco or Marijuana Smoking or Marijuana Vaping is Prohibited.

**Definitions**

Tobacco use is also prohibited in personal vehicles while on school property. The district will not accept donations of gifts, money, or materials from the tobacco industry. The district will not participate in any type of services, events, or program funded by the tobacco industry. The district will provide tobacco cessation information, resources, and/or support.

"Tobacco products" includes, but is not limited to: cigarettes, cigars, loose tobacco, rolling papers, chewing tobacco, snuff, matches, and lighters.

“Vapor product” includes noncombustible products that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form.

“Vapor product” shall also include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. “Vapor product” does not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug and Cosmetic Act.

“Smoking” means the carrying by a person or having access to a lighted cigar, cigarette, pipe or other lighted smoking article. Smoking also includes using products which mimic or simulate smoking behavior, regardless of whether such products actually contain tobacco. This prohibition includes but is not limited to vapor products as defined in this policy.

### Enforcement

The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of smokers and non-smokers. All individuals on school premises share in the responsibility for adhering to and enforcing this policy. Any individual who observes a violation on school property may report it in accordance with the procedures listed below.

### Students

Any student using, possessing or distributing tobacco products or vapor products in violation of this policy will be subject to appropriate disciplinary measures, including out-of-school suspension, pursuant to the board’s policies regarding student discipline.

### Staff

Any violation of this policy by staff will be referred to the appropriate supervisor. One written warning will be issued to the staff member with a copy placed in his or her district personnel file. Further violations will be considered willful neglect of duty and will be dealt with accordingly based on established policies and procedures for suspension, demotion, dismissal and non-renewal of staff.

### Citizens

Citizens who are observed smoking or using tobacco products or vapor products on district property in violation of this policy will be asked to refrain from using these products on school property. If the individual fails to comply with the request, his or her violation of policy may be referred to the building principal or other district supervisory personnel responsible for the area or program during which the violation occurred. The supervisor shall make a decision on further action which may include a directive to leave school property. Repeated violations may result in a recommendation to the superintendent or board of education to prohibit the individual from entering district property for a specified period of time. If deemed necessary by the school administration or the board of education,

local law enforcement officials may be called upon to assist with enforcement of this policy.

Reference: 70 O.S. §§ 1210.212, 1210.213

## **SCHOOL VOLUNTEERS**

The board encourages community members to volunteer at the district's schools to augment its programs. The board has adopted this policy to clarify requirements, expectations and responsibilities related to volunteering for the school district.

The district does not discriminate against volunteers on the basis of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information. All individuals who volunteer for the district should be committed to the district's non-discrimination requirements and its goal of providing quality education and related programs to the children of the community.

The district has a myriad of needs which can be filled by volunteers, and any individual interested in being a school volunteer should contact a building principal to begin the volunteer approval process. Prior to volunteering, all volunteers are required to:

- submit an information form
- authorize a criminal records check
- pay the records check fee (fee may be waived in cases of demonstrated financial hardship)
- review relevant school policies
- sign the volunteer compliance agreement

No individual will be permitted to volunteer until all of the required paperwork has been submitted and the criminal records check has been reviewed and approved by a building principal. In the event the criminal records check reveals adverse information regarding the potential volunteer, the administration will review the facts and circumstances to determine whether an exception can be granted and in what capacity, if any, the individual may be permitted to volunteer. All potential volunteers will be given the opportunity to explain any adverse information which is discovered during the criminal records check prior to an application being denied.

In addition to the foregoing, there are also special considerations for volunteers who are driving on school field trips or who are volunteering in connection with athletic events. Individuals who transport students in personal vehicles are required to provide additional documentation and declarations related to their driving history and insurance. Individuals who volunteer in connection with athletic events are required to participate in sport-specific education programs.

## **DISTRIBUTION OF MATERIALS**

In order to ensure student safety and the orderly operation of the school, non-school materials (fliers, booklets, magazines, buttons, announcements, signs, etc.) will only be distributed to district students under limited circumstances. All school sites will provide notice of the proper procedures for the distribution of materials. Permission to distribute materials is not an endorsement of the content of the materials either by the individual granting the permission or the board of education.

This policy does not apply to official school publications, such as yearbooks or student newspapers, and does not apply to signs posted for events such as STUCO elections.

### Authorized Groups

Authorized Groups include district recognized parent-teacher organizations and school sponsored student organizations, programs, and activities. These Authorized Groups may distribute materials to students in any grade as long as these materials are related to the Authorized Group's mission.

### Other Individuals and Groups

Other Individuals and Groups (Others) may not distribute materials directly to students younger than 9<sup>th</sup> grade. Others may distribute materials directly to students at the high school level with the superintendent's prior approval. Others may also request that the district distribute materials to students in any grade by contacting the superintendent. The superintendent has final authority in determining whether the materials are appropriate for distribution and the terms and conditions for the distribution. The following criteria will be used in the superintendent's consideration of the request:

- Materials which are of educational value to students should be considered for distribution;
- Materials which provide notice of a community service or event likely to be of value to students and families may be considered for distribution;
- Materials which are of a political or commercial nature will generally not be considered for distribution, unless there is a compelling reason that the material should be distributed;
- Materials which are inappropriate for the education environment will not be considered for distribution, including materials which:
  - Are obscene to minors - (a) material which, taken as a whole, lacks serious literary, artistic, political or scientific value for minors and, (b) when an average person, applying contemporary community standards, would find



that the material, taken as a whole, appeals to an obsessive interest in sex by minors of the age to whom distribution is directed;

- Are libelous - a false and unprivileged statement about a specific individual which tends to harm the individual's reputation;
- Are vulgar, lewd or indecent - material which, taken as a whole, an average person would deem improper for presentation to minors because of sexual connotations or profane language;
- Display or promote unlawful products or services - material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors;
- Defames any group - material which disparages a group or a member of a group on the basis of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information – including racial and religious epithets, "slurs," insults and abuse;
- Disrupts school operations - material which, on the basis of past experience or based on specific instances of actual or threatened disruptions relating to the written material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

If distribution is approved the superintendent or his/her designee shall designate the appropriate time, method, and location of distribution of the materials.

### Students

Students may distribute materials at building entrances and exits 30 minutes before the start of the school day and 30 minutes after the conclusion of the day, and in the cafeteria during lunch periods. Students may also distribute materials at the entrances and exits of school facilities (gyms, stadiums, auditoriums, etc.) when those facilities are being used for a school sponsored activity.

The content of any student distributed materials must be appropriate, as outlined above.

Students may not distribute the materials in a manner which is disruptive, and may not pressure or force individuals to accept materials.

Students who distribute materials are responsible for removing all discarded and leftover copies from the facilities prior to leaving the premises after distribution.

Students who violate this policy shall be subject to disciplinary action in accordance with the district's policies on student behavior.

### Information Tables at Open House Events

The superintendent may, but is not required, to designate an open house event up to one (1) time per semester to allow Authorized Groups and Others to set up information tables and

meet with parents and students. Authorized Groups may also have additional opportunities and preferential locations for providing materials and information to parents and students. Others will not be excluded solely because of political, religious, or philosophical beliefs.

**CUSTODIAL AND NONCUSTODIAL PARENTAL RIGHTS**

It is the policy of the board of education that a parent who is awarded legal custody of a child by court action shall file a copy of the court decree awarding such custody with the school. If the custodial parent does not wish the child to be released to the noncustodial parent, an appropriate written instruction should also be filed with the school.

All staff members are instructed to refer any questions to the appropriate building principal or the superintendent.

Absent a court order to the contrary, both natural parents have the right to view the student's school records; to receive school progress reports; to visit the child briefly at school; and to participate in parent and teacher conferences (not necessarily together in the same conference).

**SAFE SCHOOL COMMITTEES AND  
HEALTHY AND FIT SCHOOL ADVISORY COMMITTEES**

Safe School Committees

This policy will govern the operation of the district's safe school committees.

1. Each site principal will annually establish a Safe School Committee of at least seven (7) members. Members may be employees, parents, students, volunteers, community members and/or local law enforcement officials. All members of each Safe School Committee shall serve until the following June 30 unless earlier removed from the Committee by the principal for any reason. The principal who appoints the Safe School Committee members shall advise the superintendent, in writing, of the names, addresses and phone numbers of the committee members. In case of a resignation, death or removal of any Committee member, the principal shall immediately appoint a successor Committee member so as to maintain the composition of the Committee as set forth above. Committee members are eligible to serve consecutive terms.
2. The Committee will assist the board in promoting a positive school environment through planning, implementing and evaluating effective prevention, readiness and response strategies.
3. Each Safe School Committee shall study and make recommendations, in writing, to the school principal regarding:
  - Unsafe conditions, possible strategies for students to avoid harm at school, student victimization, crime prevention, school violence and other issues that prohibit the maintenance of a safe school, and student bullying;
  - Professional development needs of faculty and staff to recognize and avoid bullying and implement methods to decrease student bullying;
  - Professional development needs of faculty and staff to recognize and report suspected human trafficking;
  - Methods to encourage the involvement of the community and students, the development of individual relationships between students and school staff, use of problem-solving teams that include counselors and/or school psychologists, and ways to utilize behavioral health resources, including suicide prevention resources.

As part of the process, each Committee shall review the district's policies, traditional and accepted bullying prevention programs utilized by other states, state agencies or school districts, and the bullying resources provided on the Oklahoma State Department of Education's website.

4. Each Safe School Committee shall meet at least once each semester. Each Committee shall appoint a committee chairperson who shall maintain written minutes of each meeting. The Committee chairperson will be responsible for notifying all Committee members of meetings, preparing agendas for each meeting and posting the agendas in the principal's office for a reasonable period prior to the date and time of each meeting. The principal of each school site will retain all agendas, minutes and other documents related to the Safe School Committee.
5. Prior to the last day of school of each school year, each Safe School Committee shall make a written report to the school principal. The school principal shall transmit a copy of the report to the superintendent. The superintendent shall maintain the reports in the records of the district and shall transmit a copy of each Safe School Committee report to each district board member.
6. Committees may also, if they deem it appropriate, make recommendations to the board regarding the development of a rape / sexual assault program for implementation at the school site. The board will consider any such recommendations to determine whether implementation of the recommended or an alternative program is warranted.

#### Healthy and Fit School Advisory Committees

The district also establishes Healthy and Fit School Advisory Committees, which shall be combined with the district's Safe Schools Committees. The Healthy and Fit School Advisory Committees are established pursuant to OKLA. STAT. tit. 70, § 24-100a, which created the *Healthy and Fit Kids Act of 2004*.

The Committees shall be composed of no fewer than six (6) individuals who may be the same individuals appointed to the district's Safe School Committees. The composition of the Advisory Committees may include teachers, administrators, parents of students, health care professionals and business community representatives.

The Advisory Committee at each school site shall study and make recommendations to the school principal regarding:

1. Health education;
2. Physical education and physical activity; and
3. Nutrition and health services.

School principals shall give consideration to the recommendations of their respective advisory committees. The Advisory Committee, for purposes of timelines, shall follow the same schedule as established for the district's Safe School Committees.

Reference: 70 OKLA. STAT. §24-100.5, 70 OKLA. STAT. §24-100a

**RESTRICTIONS ON PRESENCE OF  
SEX OFFENDERS ON DISTRICT PREMISES**

Because a safe learning environment promotes academic and social growth, the district desires to protect students at school from those who might expose students to inappropriate acts of a sexual nature. Those required to register with the state as sex offenders have committed acts totally incompatible with a safe learning environment. Accordingly, registered sex offenders are prohibited from being on any district property or attending district-sponsored activities at all times, and administrators are authorized to direct such offenders off district property and to notify law enforcement for noncompliance with that directive.

Limited Exception for Parent/Guardian

If the registered sex offender is the custodial parent or legal guardian of a child who is enrolled at the district, the registered sex offender may only enter district grounds to:

- enroll their child, after prior notice to the site principal
- deliver or retrieve their child during normal school hours
- deliver or retrieve their child from a district-sponsored extracurricular activity

While performing these delivery/retrieval functions, the registered sex offender may not exit his/her vehicle (unless prior approval has been granted by the site principal). The registered sex offender, who is the parent or legal guardian of a child who is enrolled at the district, may not be on district property or at a district function at any other time. Registered sex offenders who are custodial parents or legal guardians of a child who is enrolled at the district will receive communications about their child by phone, letter or e-mail instead of in-person communication with district personnel.

**INTERFERENCE WITH THE  
PEACEFUL CONDUCT OF SCHOOL DISTRICT ACTIVITIES  
AND PROTECTION FROM WORKPLACE HARASSMENT AND VIOLENCE**

**1. Interfering with Peaceful Conduct**

The superintendent or anyone designated by the superintendent or the board of education to maintain order in the school district shall have the authority and power to direct any person to leave school district property or any school activity when students are present, who is not a student, officer or employee thereof, and who:

1. Interferes with the peaceful conduct of activities on school district property;
2. Interferes with the peaceful conduct of school activities off school district property when students are present;
3. Commits an act that interferes with the peaceful conduct of activities on school district property;
4. Commits an act that interferes with the peaceful conduct of school activities off school district property when students are present;
5. Enters school district property for the purpose of committing an act that may interfere with the peaceful conduct of activities on school district property;
6. Enters non-school district property when students are present for the purpose of committing an act that may interfere with the peaceful conduct of school activities

For purposes of Section I of this policy, conduct that “interferes with the peaceful conduct of activities on school district property” includes, but is not limited to, actions that directly interfere with any student activities, classes, study, student or faculty safety, housing or parking areas or extracurricular activities or any lawful activity ; threatening or stalking any person; damaging or causing waste to any property belonging to another person or the school district; or direct interference with administration, maintenance or security of property belonging to the school district.

Any person to whom this policy applies, who fails to leave a premises as directed or returns within six (6) months thereafter, without first obtaining written permission from the superintendent or anyone designated by the superintendent or the board of education, shall be guilty of a misdemeanor.

## Appeal Process

After receiving a directive to leave the premises under this policy, the person issued the directive may request reconsideration by requesting review of the initial decision by letter to the superintendent. If no written request is received within five (5) calendar days of the person's receipt of written notification of the directive to leave the premises, the directive will be final and nonappealable. If the superintendent issued the initial directive to leave the premises, the superintendent will appoint another administrator to review his/her decision. The decision of the superintendent or his/her designee will be final and nonappealable.

The superintendent or person who issues the directive to leave the premises will give the person to whom the directive is issued a copy of this policy within a reasonable amount of time after issuing the directive. During any appeal process, the person given the directive to leave the premises must remain off school property and away from school activities, whether on school district property or not, unless the superintendent, in writing, instructs that the directive is to be stayed pending the appeal process.

## **II. Disturbing, Interfering, or Disrupting School District Business**

- A. **Disturbing, interfering or disrupting.** Any person, alone or in concert with others and without authorization, who willfully disturbs, interferes or disrupts 1) school district business, including any publicly posted meetings; or 2) school district operations; or 3) any school district employee, agent, official, or representative, shall be guilty of a misdemeanor.
- B. **Refusing to leave property.** Any person who is without authority or who is causing any disturbance, interference or disruption who willfully refuses to disperse or leave any property, building, or structure 1) owned, leased, or occupied by the school district or its employees, agents or representatives; or 2) used in any manner to conduct school district business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel, shall be guilty of a misdemeanor.
- C. **Definition of "disturb, interfere or disrupt."** For purposes of Section II of this policy, the term "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

## **III. School District Power to Petition the District Court Regarding Workplace Harassment and Violence**

Workplace harassment and violence are unacceptable and should not be tolerated. Pursuant to OKLA. STAT. tit. 12 §1398, the board of education of the school district may authorize the initiation of an action in a District Court of Oklahoma seeking injunctive and other available relief to address workplace harassment and/or violence. Seeking an injunction pursuant to §1398 shall not limit any other action or recourse the Superintendent and school district may have under law and school district policy.

References: OKLA. STAT. tit. 21 §§ 1375, 1376



OKLA. STAT. tit. 70 §§ 24-131, 24-131.1

OKLA. STAT. tit. 12 § 1398

OKLA. STAT. tit. 21, § 2011

## **SAFETY DRILLS**

The board of education has appointed a committee composed of the superintendent and other designated personnel for the purpose of developing and maintaining the district's emergency plans. A crisis plan will be developed by local officials and the Safe School Committee to provide guidance for those responsible for the safety of students and property.

A minimum of 10 safety drill activities per year will be planned and implemented by the superintendent, the fire marshal, or other civil authorities, to ensure orderly movement of students to the safest available space(s) should an emergency occur. Whenever drills occur, all individuals on campus will fully participate in the drills. The following drills will be conducted each school year:

- Security (4 drills per year at different times of day; 1 drill within the first 15 days of the start of each semester and 1 other drill per semester)
- Fire (1 drill within the first 15 days of the start of each semester)
- Tornado (1 drill in September and 1 drill in March)
- Other drills such as security, fire, tornado, terrorism, suicide, weapons, etc. (2 drills per year)

The superintendent will maintain communication with other community agencies in order to share information on preparedness and planned procedures. It is the responsibility of the superintendent to ensure that the schools work in cooperation with these other agencies during such emergencies. Building principals are responsible for documenting each of the safety drills which are conducted and filing a copy of the documentation at the school site, with the district's administrative office, and with the Oklahoma School Security Institute.

Emergency preparedness will be discussed with teachers and students at least once per semester or as deemed necessary by the building administration. Each classroom shall post a copy of rules, evacuation signals, evacuation routes and emergency procedures. Teachers will discuss these procedures with each class using the room during the first day(s) of the school year.

All teachers and staff members shall make themselves familiar with safety procedures. During an actual emergency or a safety drill, teachers are responsible for following all procedures, including ensuring that doors and windows are closed appropriately, electrical circuits and gas jets are turned off, order is maintained, and all students are either accounted for or promptly reported missing to the building principal.

In the case of building evacuations, all meeting areas will be at least 50 feet away from buildings and driveways.

**MEDICAL MARIJUANA, HEMP & CANNABIDIOL (CBD)**

Regardless of a student, employee, parent or any individual's status as a medical marijuana license holder, marijuana is not allowed on the premises of the district or in any school vehicle or in any personal vehicle transporting a student under any circumstances. While the use of medical marijuana in conjunction with the possession of a medical marijuana license is legal in the State of Oklahoma, marijuana is a prohibited controlled substance under federal law regardless of the use being for medical purposes. Accordingly, possession of marijuana by a student, employee, parent or any individual, notwithstanding the possession of a medical marijuana license, is strictly prohibited while on the premises of the district and in school vehicles; going to and from and attending district sponsored functions, events, and athletic activities, including those district sponsored functions, events and/or athletic activities which occur in a location other than the premises of the district; utilizing district equipment or transportation; and in any other instance in connection with the district where the district reasonably deems the possession of marijuana to be illegal.

In the event that a student, employee, parent or any individual is found to possess or to have possessed marijuana in any of the instances stated above, the district will proceed with all actions and consequences that are afforded to the district under any state or federal law, employment contract, district policy, student handbook provision, or any other authority applicable to or adopted by the district.

**A. Definitions**

The following definitions shall apply:

1. Marijuana: all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or resin (except cannabidiol made from hemp which meets the definition of "Hemp Cannabidiol" as defined below). The term "marijuana" shall not include any federal Food and Drug Administration-approved cannabidiol medication.
2. Hemp Cannabidiol ("Hemp CBD"): a nonpsychoactive cannabinoid made from hemp that has a tetrahydrocannabinol concentration of not more than three-tenths of one percent (0.3%).
3. Hemp: the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3% on a dry weight basis.
4. THC: tetrahydrocannabinol.

The terms "marijuana" and "possession of marijuana" will be interpreted by the district in accordance with state and federal law. Any conflict between state and federal law as to the definition or treatment of "marijuana," "possession of marijuana," "hemp" or

“cannabidiol” will be interpreted in accordance with the circumstances and proper legal authority.

B. Nondiscrimination

There will be no discrimination in the district because of an individual’s status as a medical marijuana license holder.

C. Hemp and Hemp Cannabidiol (Hemp CBD)

1. Regulation: Hemp CBD is regulated differently than marijuana under both state and federal law. Possession and administration of Hemp CBD shall be treated differently based on the concentration of THC in the Hemp CBD. In no instance will this section be construed to apply to a substance that (1) is not made from hemp or (2) contains more than 0.3% THC.

a. Hemp CBD Containing 0.0% THC

(1) Employees and other Non-Student Individuals: Employees and individuals who are not students of the district may possess and self-administer Hemp CBD containing 0.0% THC on the premises of the district. However, employees or non-student individuals must be able to certify, upon request, that the Hemp CBD contains 0.0% THC at the time of possession and/or self-administration via a reliable product label. Employees and non-student individuals are not permitted to self-administer Hemp CBD in the presence of students.

(2) Students: A parent or legal guardian of a student may administer Hemp CBD containing 0.0% THC to the student in accordance with this policy. Hemp CBD containing 0.0% THC may only be administered to a student in an area designated by the district’s personnel. The parent, legal guardian must certify that the Hemp CBD contains 0.0% THC via a declaration given under penalty of perjury prior to administering such Hemp CBD to the student in the district’s designated administration area. Such declaration shall be effective for the semester in which it is given. A new declaration must be provided by a parent or legal guardian each semester. After the parent or legal guardian of the student has administered the Hemp CBD containing 0.0% THC to the student, the parent or legal guardian must remove the Hemp CBD from the district’s premises.

b. Hemp CBD Containing 0.3% THC

(1) Employees and other Non-Student Individuals: Employees and individuals who are not students of the district may possess and self-administer Hemp CBD containing up to a maximum of three-tenths of one percent (0.3%) THC on the premises of the district provided they meet one of the following:

- (a) The employee or individual who is not a student is a medical marijuana license holder; or
- (b) The employee or individual who is not a student has a written certification from a physician licensed in Oklahoma that the employee or individual

that is not a student has been diagnosed by a licensed physician as having one of the following:

- i. Lennox-Gastaut Syndrome;
- ii. Dravet Syndrome, also known as Sever Myoclonic Epilepsy of Infancy;
- iii. Any other severe form of epilepsy that is not adequately treated by traditional medical therapies;
- iv. Spasticity due to multiple sclerosis or due to paraplegia;
- v. Intractable nausea and vomiting; or
- vi. Appetite stimulation with chronic wasting diseases.

Employees or non-student individuals must be able to verify, upon request, (1) that they meet an exception listed above, and (2) that the Hemp CBD contains no more than 0.3% THC at the time of possession and/or self-administration, via a reliable product label or a physician's certification. Employees and non-student individuals are not permitted to self-administer Hemp CBD in the presence of students.

- (2) Students: Students of the district may not possess and/or self-administer Hemp CBD containing THC in an amount no greater than 0.3%. However, the parent, legal guardian or caregiver (as defined in 63 O.S. § 420A) of the student may administer Hemp CBD containing THC in an amount no greater than 0.3% on district premises in accordance with this policy if the student meets one of the following exceptions:

- (a) The student is a medical marijuana license holder; or
- (b) The parent, legal guardian, or caregiver of the student has a written certification from a physician licensed in Oklahoma that the student has been diagnosed by a licensed physician as having one of the following:
  - i. Lennox-Gastaut Syndrome;
  - ii. Dravet Syndrome, also known as Sever Myoclonic Epilepsy of Infancy;
  - iii. Any other severe form of epilepsy that is not adequately treated by traditional medical therapies;
  - iv. Spasticity due to multiple sclerosis or due to paraplegia;
  - v. Intractable nausea and vomiting; or
  - vi. Appetite stimulation with chronic wasting diseases.

The physician's written certification must also provide that the Hemp CBD being administered to the student has a THC level of not more than 0.3% and the Hemp CBD was delivered to the student, parent, or legal guardian in a liquid form.

The parent, legal guardian, or caregiver may administer Hemp CBD containing THC in an amount no greater than 0.3% to the student in an area designated by the district's personnel. The parent, legal guardian, or caregiver must certify that the Hemp CBD contains THC in an amount no greater than 0.3% via a declaration given under penalty of perjury prior to administering such Hemp CBD to the student in the district's designated administration area. Such declaration shall be effective for the semester in

which it is given. A new declaration must be provided by the parent, legal guardian, or caregiver each semester. After the parent, legal guardian or caregiver of the student has administered the Hemp CBD to the student, the parent, legal guardian or caregiver must remove the Hemp CBD from the district's premises.

2. Administration by School Personnel and Storage: In no instance will a district employee administer Hemp CBD to a student, unless they are the parent, legal guardian, or caretaker for that student. The district will not maintain or store a student's Hemp CBD for any length of time.
3. Violations: In the event that a student, employee, parent or any individual is found to have violated the district's policy regarding Hemp CBD possession and/or self-administration, the district will proceed with all actions and consequences that are afforded to the district under any state or federal law, employment contract, district policy, student handbook provision, or any other authority applicable to or adopted by the district.

#### D. Overlap with Other District Policies

The district recognizes that the legal aspects and consequences of medical marijuana, cannabidiol, and hemp are new and possibly subject to change. These legal aspects and consequences of medical marijuana, cannabidiol, and hemp effect many areas of the district's current policies regarding employees, students, parents and individuals on district premises or attending district events. The district will continue to enforce its current adopted policies. As the need arises with changes in state and/or federal law, the district will consider and/or examine district policies in order to assess whether revisions, if any, may be needed to a district policy in order to comply with state and federal law.

#### E. Employees

Employees of the district are expected to comply with state and federal law at all times as a term of their continued employment with the district. In that regard, employees are hereby notified that any person who uses or is addicted to marijuana, regardless of whether his or her state has passed legislation authorizing marijuana use for medicinal or recreational purposes, is an unlawful user of or addicted to a controlled substance and is prohibited by federal law from possessing firearms or ammunition. See 18 U.S.C. § 922(g)(3); see also Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") open letter to all federal firearms licensees (<https://www.atf.gov/file/60211/download>). Employees are expected to adhere to any and all open letters, formal opinions, directives, or any other instruction provided by federal or state agencies regarding state and/or federal law.

#### F. Prescription Medications

This policy does not apply to any federal Food and Drug Administration-approved cannabidiol medication. Such medication may not be possessed or self-administered by students. These medications must be stored in district offices and may be administered by the school nurse or other designated district personnel in accordance with the district's policy on Administration of Medicine.

**SERVICE OF LEGAL PAPERS ON SCHOOL GROUNDS  
DURING SCHOOL HOURS**

The Board of Education recognizes the importance the judicial system plays in the United States, and that its employees, like other citizens, have a role to play in the administration of justice. The Board also recognizes that service of legal papers on its employees during the school day can (a) materially disrupt the educational process for both students and staff, (b) pose security risks, and (c) adversely affect the conduct of business on District property. Moreover, the delivery of legal documents to a school site or school employee may trigger important timelines and other legal obligations, which if not dealt with in a timely manner, can have serious consequences for the District or the person to whom the document should ultimately be delivered.

**Time Limitation and Required Authorizations**

To minimize these risks and to create the best possible educational environment, the District will not make employees available for service of legal papers on the grounds of any District property between the workday hours of 7:30 a.m. and 4:30 p.m. No person, not authorized to accept service for another individual or the District, may accept service on behalf of the District, Board of Education and/or the Superintendent, or another staff member. In instances in which a staff member has requested service of legal papers at work, the staff member must notify the building principal in writing of the authorization for service.

**Service of Legal Papers**

Persons seeking to serve legal papers, including but not limited to subpoenas, on employees during the prohibited time will, upon request, be advised of this policy and provided a copy or electronic address for the policy. Should an individual seeking to serve legal papers refuse to leave District property after being informed of this policy, or an individual repeatedly violates this policy, the District reserves the right to restrict the individual's access to District property in accordance with OKLA. STAT. tit. 21, §§ 1375-1376, OKLA. STAT. tit. 70 § 24-131.

District employees that are aware of school or student-related proceedings at which they may be called to testify are to notify the administration as soon as possible and coordinate with building principals or other administrators to avoid disruption if they are subpoenaed.

**Testimony in Civil Matters**

In the event employees are contacted directly by an attorney or any other individual regarding testimony concerning a district or district student matter, they should direct that person to their building principal or other member of the administration for further coordination. This duty to inform and contact the building principal does not apply in instances in which the contacts with the employee concern legal matters personal to the employee, his/her employment, or the employee's child.



### **Law Enforcement**

Law enforcement personnel seeking to serve legal papers mandated by a court of competent jurisdiction should contact the building principal in advance to arrange an appointment. At that time, the building principal may elect to make the employee available to receive service of process.

### **Witness Fee Due District**

Pursuant to OKLA. STAT. tit. 28, § 84.1(B), the District shall be paid a witness fee equal to the amount of a substitute teacher cost, not to exceed \$100 any time a District employee is subpoenaed to appear as a witness in a civil court proceeding. Such payment shall be made well in advance of any District employee's attendance at a proceeding.

### **FERPA/Privacy Compliance**

Administrators who become aware of the need for a District employee to testify in a civil proceeding should evaluate the nature of prospective testimony in order to ensure that such testimony will not violate FERPA mandates and/or Oklahoma confidentiality laws. If there are any concerns that an employee's testimony could violate privacy laws (including FERPA), the District's legal counsel should be notified so that appropriate notice can be issued to affected parties.

### **CRIMINAL HISTORY AFFIDAVITS FOR CONTRACTORS**

The district seeks to ensure that individuals who will be present on district property do not have prior criminal histories indicating that their presence poses a threat to the safety of students and employees. Therefore, and in accordance with applicable law, individuals and entities that enter into certain contracts with the district involving the performance of work/services on district property shall be required to execute criminal history affidavits as set forth below.

#### Definitions

1. Contractor - A person or business having a contract with the district under which the contractor and/or employees of the contractor will (1) perform services on the property of the district, and/or (2) perform work on a full-time or part-time basis that would otherwise be performed by district employees.

#### Criminal History Affidavits Required for Contractors

Prior to board approval of any contract between the district and a contractor, an authorized representative of the contractor shall be required to execute and deliver to the district an affidavit declaring under penalty of perjury that (1) no individual working on district premises under authority of the contractor is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act, and (2) no individual who will perform work on district premises that would otherwise be performed by district employees under the authority of the contractor has been convicted in the United States of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a pardon for the criminal offense. The affidavit shall be in the form attached to this policy.

No contractor shall be permitted to perform work/services on district property until the contractor or an authorized representative of the contractor has executed and delivered a criminal history affidavit as required by this policy.

Individuals/business/other entities that do not fall within the definition of a "contractor" set forth above, including, but not limited to, vendors, volunteers, college/professional/military recruiters, architects and/or attorneys, are not required to provide criminal history affidavits.

### Requests for Felony Records Searches by Contractors

Contractors whose employees will perform work on a full-time or part-time basis that would otherwise be performed by district employees may submit requests for felony records searches regarding their employees to the State Board of Education ("OSBE"). It shall be the sole responsibility of the contractor to request appropriate felony records searches regarding the contractor's employees from the OSBE consistent with the requirements of this policy.

Reference: OKLA. STAT. tit. 70, § 6-101.48

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Section 3 – Page 100

**SPERRY PUBLIC SCHOOLS  
BOARD OF EDUCATION POLICY**

*Business and Auxiliary Services*

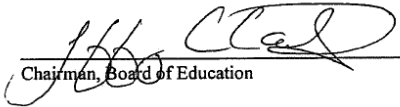
Adopted: September 10, 2018

Sperry Public School District

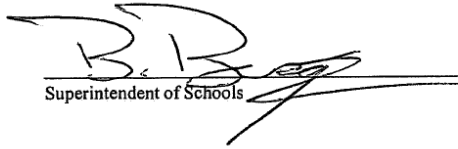
Name of SFA

**PROCUREMENT PLAN  
CHILD NUTRITION PROGRAMS**

This procurement plan will be implemented on September 11, 2018, and from that date forward until amended. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

  
Chairman, Board of Education

September 10, 2018  
Date

  
Superintendent of Schools

September 10, 2018  
Date

## SECTION I—PROCUREMENT PLAN GENERAL REQUIREMENTS

The plan for Sperry Public School District is for procuring items for use in the Child Nutrition Programs (CNP) and is as follows:

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

	Federal Procurement Thresholds	SFA Procurement Thresholds (Input)
Micro Purchasing	Less than \$3,500	Less than \$3,500
Equipment	Over \$5,000	Over \$5,000
Small/Informal	Less than \$150,000	Less than \$150,000
Formal	Greater than \$150,000 or any total Food Service Management Contract	Greater than \$150,000 or any total Food Serv Manage Cont

5. All staff conducting purchasing will be trained on the procurement procedures.
6. All purchasing records must be maintained no less than the current year plus three additional years.
7. **Buy American Provision**

Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. 1760) to require SFAs participating in the NSLP and SBP in the United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States *SUBSTANTIALLY* using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term *SUBSTANTIALLY* means that over 51 percent of the processed food comes from American-produced products.
8. **Geographic Preference**

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008 (Public Law 110-246, Section 4302) amended Section 9(j) of the NSLA to allow institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When geographic preference is used, an SFA must still get quotes from several farmers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.
9. **Protest Procedures**

Protest procedures are required. SFAs will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the SFA before pursuing a protest with a federal agency. Reviews of protests by the federal agency will be limited to:

  - a. Violations of federal law or regulations and the standard of 7 CFR §3016 (violations of state or local law will be under the jurisdiction of state or local authorities).
  - b. Violations of the SFA's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified previously will be referred to the SFA.

(See attachment for protest procedures)
10. **Nonkickback Affidavit**

Please note that Oklahoma statute 62 O.S. §310.9 requires a signed and notarized nonkickback affidavit on every purchase order of \$25,000 or more. The affidavit is to be signed by the person or persons authorized to accept payment on behalf of the architect, contractor, engineer, or supplier.
11. **Lobbying Certification (Reference 200.326[1])**
  - a. Lobbying certification must be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$150,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract. (If applicable, see attachment)
  - b. Any SFA or its vendors who participate in lobbying activities must complete a Disclosure of Lobbying Activities form. SFAs must submit this completed form to the State Agency. A vendor would submit its completed form to the SFA. (If applicable, see attachment)

12. **Debarment or Suspension**

An SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR §180, as adopted and modified by USDA regulations at 2 CFR §417. This prohibition does not extend to contracts in existence at the time of the debarment or suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount.

13. **Beverage and Snack Agreement**

In some cases, the exclusive contracts do not involve nonprofit school food service account (SFSA) funds, in which case there are no federal FNS procurement issues involved. However, if any nonprofit school food service products are purchased via the exclusive contract, then all federal procurement requirements must be met. If small purchase procedures are used for a procurement of \$150,000 or less, price or rate quotations must be obtained from an adequate number of qualified sources. Additionally, if nonprofit school food service products are included in the contract, any rebates, commissions, scholarship fund contributions, or any other payments back to the SFA or SFA-related organizations must be reimbursed to the nonprofit SFSA on a prorated basis.

- a. No federal prohibition on multiyear contracts other than for FSMCs. It is suggested, however, that school procurement officials consider the impact of multiyear contracts, as opposed to one-year contracts, on beverages and snacks. Long-term contracts would appear to be more appropriate for nonperishable products and services such as warehousing and equipment rental. As noted above, however, there is no federal prohibition on these longer-term contracts.
- b. Public Law 108-265, Section 102, requires a school participating in the NSLP shall not directly or indirectly restrict the sale or marketing of fluid milk products by the school (or by a person approved by the school) at any time or any place on the school premises or at any school-sponsored event.
- c. Schools participating in the NSLP must check all beverage contracts for language that may limit the sale of milk on school grounds. The sale of milk cannot be limited at any time during the school day or at any place on the school premises. Contracts may have language that is hard to understand. Look for the term *Exclusive Pouring Rights*. Every school district must have amended their beverage contracts that limit the sale of milk should such language exist. The primary effect of this provision is to prevent contract limitations on the sale of fluid milk in competition with other beverages.

14. Contracts in excess of \$150,000 shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the *Clean Air Act* (42 U.S.C. 1857[h]), Section 508 of the *Clean Water Act* (33 U.S.C. 1368), Executive Order 11738, and *Environmental Protection Agency (EPA) Regulation* (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. The SFA will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.



- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

#### SECTION II—MICRO PURCHASING

If the amount of purchases for items is less than \$3,500 and less than the SFA's small purchase threshold, the following procedures will be used:

- 1. Purchases will not be separated into two or more purchases to meet or be below the \$3,500 threshold.
- 2. The price quotes will not be required. Competition is not required.
- 3. When practicable, micro purchases will be distributed equitably among qualified suppliers.
- 4. Documentation of purchases will be kept and maintained for three years plus the current year.  
The Encumbrance Clerk will be responsible for documentation of purchase.

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

#### SECTION III—PURCHASING EQUIPMENT

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

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

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

#### SECTION IV—SMALL PROCUREMENT

If the amount of purchases for items is *greater than \$3,500 and less than \$150,000 (or the SFA's small purchase threshold)*, Small Purchase Procedures must be followed. Quotes documented from an adequate number of qualified sources will be required.

Select one:

- ☒ Purchases over \$3,500, but below \$150,000  
☐ Purchases over \$3,500, but below  
(Enter amount if threshold is different from federal limit of \$150,000; it must be more restrictive)

#### Quotes

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

## SECTION V—FORMAL PROCUREMENT

Select one or more as applicable:

- ☒ Purchases over \$150,000 or over  
(Sponsor input if threshold is below federal limit of \$150,000, must use most restrictive)
- ☒ Food Service Management Contracts at any total cost (does not include vended meal agreements)
- ☐ NA, no purchases over \$150,000 or Food Service Management Contracts

1. If the amount of purchases is \$150,000 (or SFA approved threshold if less), or for a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318-326, formerly 7 CFR §3016.36.

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/Frequency
Management	RFP	Criteria Outlined in RFP	Food Service Management	Annual Contract with RFP sent every 5 years.
Equipment	Bids	Price/Quality/Service/Availability	Equipment Purchase	As needed for equipment

2. Formal bid procedures will be applied on the basis of a:

- ☒ Centralized System
- ☐ Individual Site
- ☐ Multisponsor Systems
- ☐ State Contract
- ☐ Combination of above (Specify): \_\_\_\_\_

3. Because of the potential for purchasing more than \$150,000, it will be the responsibility of the Superintendent/Dir of Child Nutrition to document the amounts to be purchased so the correct method of procurement will be followed.

4. When a formal procurement method is required, the following Competitive Sealed Bid or an Invitation for Bid (IFB) or Competitive Proposal in the form of a Request for Proposal (RFP) procedures will apply:
- a. An announcement of *an IFB or a RFP* will be placed in the district web site to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for one week minimum.
  - b. An advertisement is required for all purchases over the districts shall purchase threshold of \$150,000. The announcement will contain a:
    - General description of items to be purchased
    - Deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed
    - Date of prebid meeting, if provided, and if attendance is a requirement for bid award
    - Deadline for submission of sealed bids or proposals
    - Address of location where complete specifications and bid forms may be obtained
  - c. If an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
  - d. The developer of written specifications or descriptions for procurements will be **PROHIBITED** from submitting bids or proposals for such products or services.
  - e. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
    - Contract period
    - SFA is responsible for all contracts awarded (statement)
    - Date, time, and location of bid opening
    - How vendor is to be informed of bid acceptance or rejection
    - Delivery schedule
    - Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
    - Benefits to be entitled if the contractor cannot or will not perform as required
    - Statement assuring positive efforts will be made to involve minority and small business
    - Statement regarding the return of purchase incentives, discounts, rebates, and credits to the nonprofit CN account
    - Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts
    - Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for food service management company (FSMC) contracts
    - Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
    - Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer Price Index [CPI] or other as stated in terms and conditions for pricing and price adjustments)
    - Method of evaluation and type of contract to be awarded
    - Method of award announcement of effective date (if intent to award is required by state or local procurement requirements)
    - Specific bid protest procedures, including contact information of person and address and the date by which a written protest must be received
    - Provision requiring access by duly authorized representatives of the SFA, State Agency, USDA, or Comptroller General to any books, documents, papers, and records of the contractor, which are directly pertinent to all negotiated contracts
    - Method of shipment or delivery upon contract award

- Provision requiring contractor to maintain all required records for *THREE* years after final payment and all other pending matters (audits) are closed for all negotiated contracts
  - Description of process for enabling vendors to receive or pick up orders upon contract award
  - Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
  - Signed statement of noncollusion
  - Signed Disbarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
  - Specifications and estimated quantities of products and services prepared by SFA and provided to potential contractors desiring to submit bids/proposals for the products or services requested
  - If any potential vendor is in doubt as the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the Superintendent/Dir of Child Nutrition by request.
  - The Superintendent/Dir of Child Nutrition will be responsible for securing all bids or proposals
  - The Superintendent/Dir of Child Nutrition will be responsible to ensure all SFA procurements are conducted in compliance with applicable federal, state, and local procurement regulations
  - The following criteria will be used in awarding contracts as a result of bids/proposals:
5. In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. Following revaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
- a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA, price and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
  - b. The Superintendent/Director of Child Nutrition is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of these selections.
  - c. The Superintendent/Director of Child Nutrition is responsible for reviewing the procurement system to ensure compliance with applicable laws.
  - d. The Encumbrance Clerk is responsible for documentation the actual product specified is received.
  - e. Anytime an accepted item is not available, the Superintendent/Dir of Child Nutrition will select the acceptable alternate. The contractor must inform Superintendent/Dir of Child Nutrition by written notice when a product is not available. In the event a nondomestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The contractor must comply with the *Buy American* provision.
  - f. Full documentation as to the reason an accepted item was unavailable and to the procedure used in determining acceptable alternates will be available for audit and review. The person responsible for this documentation is Superintendent/Dir of Child Nutrition.
  - g. The Superintendent/Director of Child Nutrition is responsible for maintaining all procurement documentation.

## SECTION VI—NONCOMPETITIVE NEGOTIATION

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

1. Written specifications will be prepared and provided to the vendor.
2. The Superintendent/Dir of Child Nutrition will be responsible for the documentation of records to fully explain the decision to use the noncompetitive negotiation. The records will be available for audit and review.
3. The Encumbrance Clerk will be responsible for documentation that the actual product or service specified was received.
4. The Superintendent/Dir of Child Nutrition will be responsible for reviewing the procedures to be certain that all requirements for using single source or noncompetitive negotiation are met.
5. Noncompetitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the Superintendent/Dir of Child Nutrition. The record of noncompetitive purchases shall include, at a minimum, the following:
  - a. Item name
  - b. Dollar amount
  - c. Vendor
  - d. Reason for noncompetitive procurement

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

## SECTION VII—EMERGENCY PURCHASING

1. If it is necessary to make a one-time emergency procurement to continue service to obtain goods, the purchase shall be made and a log of all such purchases shall be maintained by Sperry Public School District. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Superintendent. At a minimum, the following emergency procurement procedures shall be documented:
  - a. Item name
  - b. Dollar amount
  - c. Vendor
  - d. Reason for emergency
2. If the emergency purchasing need requires a contract, all books, records, and other documents relative to the award of the contract must be retained for three years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:
  - a. Written rationale for the method of procurement
  - b. A copy of the original solicitation
  - c. The selection of contract type
  - d. The bidding and negotiation history and working papers
  - e. The basis for contractor selection

- f. Approval from the State Agency to support a lack of competition when competitive bids or offers are not obtained
- g. The basis for award cost or price
- h. The terms and conditions of the contract
- i. Any changes to the contract and negotiation history
- j. Billing and payment records
- k. A history of any contractor claims
- l. A history of any contractor breaches

## INFORMAL PROCUREMENT LOG

*To Be Used for Purchases of \$150,000 or Less*

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

**Items to be purchased and specifications:**

--

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



## CHART OF PROCEDURES

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

PRODUCT	PRICE QUOTE TIME FRAME	PROCUREMENT METHOD USED
Milk	N/A	N/A
Bread	N/A	N/A
Canned fruits	N/A	N/A
Canned vegetables	N/A	N/A
Frozen vegetables	N/A	N/A
Prepared fruits and vegetables	N/A	N/A
Fresh fruits	N/A	N/A
Fresh vegetables	N/A	N/A
Meats	N/A	N/A
Paper products	N/A	N/A
Chemicals	N/A	N/A
Small equipment	As Needed	Micro/Small Equip Procedures
Large equipment	As Needed	Micro/Small/Formal Procedures

**FINANCIAL GIFTS TO THE DISTRICT UNDER THE OKLAHOMA EQUAL  
OPPORTUNITY EDUCATION SCHOLARSHIP ACT**

In addition to the procedure for accepting gifts outlined in the District's *Public Gifts to the Schools* policy, the District, and approved public school foundations, may also accept financial contributions from individuals and business entities consistent with the *Oklahoma Equal Opportunity Education Scholarship Act* ("OEOESA"). When doing so, the District, and any approved public school foundation, shall follow the application, registration, reporting, and continuing eligibility requirements outlined in OKLA. STAT. tit. 68, § 2357.206 and O.A.C. 710: 15-50-115.1. The District shall also follow the guidelines set forth in this policy.

Definitions

As used in this policy, the following words and phrases are defined as follows:

**"Public school foundation"** means a nonprofit entity formed pursuant to the laws of Oklahoma that is exempt from federal income taxation pursuant to either Sections 501(c)(3) or 509(a) of the Internal Revenue Code of 1986, as amended, which must also be approved by the Oklahoma Tax Commission ("OTC" or "Tax Commission") and the Board of Education prior to accepting qualifying donations under the OEOESA;

**"Educational improvement grant"** means a grant to an eligible public school to implement an innovative educational program for students, including the ability for multiple public schools to make application and be awarded a grant to jointly provide an innovative educational program; and

**"Innovative educational program"** means an advanced academic or academic improvement program that is not part of the regular coursework of a public school but that enhances the curriculum or academic program of the school or provides early childhood education programs to students.

Application, Continuing Eligibility, and Posting Requirements

Before accepting any financial gifts pursuant to the OEOESA, the District must first be approved by OTC, which shall be accomplished by submitting its application on a form prescribed by the Tax Commission.

Thereafter, so that it may maintain its eligibility to receive donations under the OEOESA, the District shall, in compliance with the administrative rules promulgated by OTC and the Oklahoma State Department of Education, annually report to OTC the following information on a prescribed OTC form (that shall be made available to the District by May 1<sup>st</sup> of each year) and annually publish this same information on the District's website by September 1<sup>st</sup> of each year:

1. The name of the innovative educational program or programs and the total amount of grant or grants made to those programs during the immediately preceding school year;

2. A description of how each grant was utilized during the immediately preceding school year and a description of any demonstrated or expected innovative educational improvements;
3. The names of the public schools where innovative educational programs that received grants during the immediately preceding school year were implemented;
4. Where the District collects information on a county-by-county basis; and
5. The total number and total amount of grants made during the immediately preceding school year for innovative educational programs at the public school by each county in which the organization made grants.

#### Information Collection, Reporting, and Notification Requirements

To comply with its statutory reporting requirements under the OEOESA, the District shall collect information from each contributor which will allow OTC to accurately determine the identity of the contributor. By January 10<sup>th</sup> of the year immediately following each calendar year, the District shall then electronically provide OTC with the following information on each contribution accepted during such taxable year:

- The District's federal employer identification number;
- The name of each contributor and sufficient other information to accurately determine the identity of each contributor, which must include each contributor's social security number (SSN);
- The date and dollar amount of each contribution; and
- Whether the taxpayer made a written commitment to contribute the same amount for one additional consecutive year.

At least once each taxable year, the District shall notify each contributor that Oklahoma law provides for a total, statewide and per-school district cap on the amount of income tax credits allowed annually. Additionally, at least once each year when OTC publishes the percentage of the contribution which may be claimed as a credit by contributors for the most-recently completed calendar year on the Tax Commission's website (which will be made available by OTC no later than February 15<sup>th</sup> of each year), the District shall notify contributors of that amount in writing.

Any time the District issues any notice to contributors pursuant to the OEOESA, the following disclaimer shall also accompany the notice:

"This information is provided to you pursuant to the District's legal obligations under the *Oklahoma Equal Opportunity Education Scholarship Act*, OKLA. STAT. tit. 68, § 2357.206. The District does not provide tax, legal, or accounting advice. This material has been prepared for informational purposes only; it is not intended to provide tax, legal, or accounting advice and should not be relied on by you for those purposes. Because tax rules are complex, change frequently, and are dependent upon individual circumstances, consult your tax, legal, and/or accounting advisor(s) before engaging in any transaction regarding this information."

On or before April 30, 2024, and once every four (4) years thereafter, the District shall submit an audited financial statement along with information detailing the benefits, successes, or failures of the programs to the following entities: 1) OTC, 2) the Governor, 3) the President Pro Tempore of the Senate, and 4) the Speaker of the House of Representatives.

#### Board Approval of Public School Foundations Under the OEOESA

Prior to accepting any OEOESA donation from a public school foundation, the Board must first approve the foundation. The District may approve those foundations which, according to the Board's sole determination, advance the educational objectives of the District, are beneficial to students, meet the requirements of this policy, and have submitted to the Board a copy of the foundation's approved OTC application to receive OEOESA contributions pursuant to OKLA. STAT. tit. 68, § 2357.206(L)(1).

Reference: OKLA. STAT. tit. 68, § 2357.206, O.A.C. 710: 50-15-115.1

**[District Logo/Letterhead]**

**Donor Agreement Regarding Qualifying Contributions to the  
Sperry School District Under the *Oklahoma Equal Opportunity  
Education Scholarship Act***

**Tax Year(s):** \_\_\_\_\_

<b>Name of Donor:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>SSN/EIN:</b>	
<b>Donor Filing Status:</b>	<input type="radio"/> Single/Married Filing Separately <input type="radio"/> Married Filing Jointly <input type="radio"/> Legal Business Entity
<b>Name of Organization:</b>	
<b>Contact Person:</b>	
<b>Organization Address:</b>	
<b>Organization EIN:</b>	
<b>Organization Phone Number:</b>	

**Purpose:** Donor's non-refundable contribution will be used to support education services for the students of the Sperry School District. If Donor wishes to earmark this contribution for a specific program or project, please provide those details here:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**Contribution Amount:**

The Donor will contribute \$\_\_\_\_\_ for:

- ☐ 1 Year (for a maximum tax credit of 50%\*) ☐ 2 Years (for a maximum tax credit of 75%\*)

*\*For contributions made on or after January 1, 2022, an income tax credit is available for contributions made to an eligible public school district pursuant to the Oklahoma Equal Opportunity Education Scholarship Act, OKLA. STAT. tit. 68, § 2357.206 ("OEOESA"). The credit is generally 50% of the total amount of contributions made during a taxable year, not to exceed \$1,000.00 for each taxpayer, \$2,000.00 for married taxpayers filing jointly, or \$100,000.00 for any taxpayer which is a legal business entity, subject to the limitations noted below. Tax credits which are allocated by a pass-through entity to equity owners are only limited in amount for the income tax return of a natural person based upon the limitation of the total credit amount to the entity from which the tax credits have been allocated, and not limited to*

*\$1,000.00 for single individuals or limited to \$2,000.00 for married persons filing a joint return. For a taxpayer who makes an eligible contribution and makes a written commitment to contribute the same amount for an additional year, the credit shall be 75% of the total amount of the contribution made during the taxable year. The taxpayer shall provide evidence of the written commitment to the Oklahoma Tax Commission (OTC) when the tax return claiming the credit is filed the first year. See OKLA. STAT. tit. 68, § 2357.206; O.A.C. 710: 15-50-115.1.*

**Important Deadlines:** Contributions to the District under the OEOESA must be postmarked or hand-delivered on or before December 31<sup>st</sup> of each year. **Contributions and this form should be mailed or hand-delivered to [Attention: Name, Position, Address].**

**Information Collection and Reporting:** Sperry School District shall submit certain required information collected on this form to OTC as confirmation of the Donors' eligibility for a tax credit under the OEOESA. The Donor must also submit proof of their contribution to OTC when claiming the tax credit.

**Important Tax Credit Information:** Tax credits under the OEOESA have an annual statewide cap of \$25,000,000.00 and an annual per-school-district cap of \$200,000.00. If the total credits claimed exceeds either of these caps, the credit to the taxpayer will be the taxpayer's proportionate share of the cap for the taxable year after allocation of any amount of credits not claimed by other eligible organizations and taxpayers under the OEOESA. Credits earned but not allowed due to the application of statewide caps will be considered suspended and authorized to be used in the next immediate tax year and applied to the next year's statewide cap. Any credits authorized by the OEOESA that are allowed but not used in any tax year may be carried over, in order, to each of the three (3) subsequent tax years.

**Disclaimer:** Any information provided to you in this document or any communications you may receive from the District concerning or pursuant to the OEOESA are not tax, legal, or accounting advice. The District does not provide tax, legal, or accounting advice. Any information concerning tax credits or the OEOESA contained herein has been prepared for informational purposes only; it is not intended to provide tax, legal, or accounting advice and should not be relied on by you for those purposes. Because tax rules are complex, change frequently, and are dependent upon individual circumstances, consult your tax, legal, and/or accounting advisor(s) before engaging in any transaction regarding this information.

Donor hereby agrees to make a contribution that qualifies for an *Oklahoma Equal Opportunity Education Scholarship Act* tax credit to the Sperry School District in accordance with the terms above.

<b>Donor Signature &amp; Date:</b>	
<b>Organization Representative Signature &amp; Date:</b>	