

Crutch Public Schools
Minutes
Tuesday, December 14, 2021
Crutch Public Schools, 2401 N. AIR DEPOT BLVD. , OKLAHOMA CITY, Oklahoma 73141
1:30 PM

1:32 PM

1. CALL TO ORDER

2. STATEMENT OF COMPLIANCE

3. ROLL CALL AND DETERMINATION OF QUORUM

3.A. Flag Salute

3.B. Prayer

4. PUBLIC EXPRESSIONS (Limited to three minutes per subject item)*

5. SUPERINTENDENT'S REPORT

5.A. Introductions of Guests

5.B. Government Day Student Introduction

5.C. Celebrations/ Students of the Month

5.D. Financial

5.D.1. Treasurer's Report

CRUTCHO PUBLIC SCHOOLS - 2021-22 FISCAL YEAR
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
NOVEMBER 30, 2021

<u>Assets</u>	<u>General</u>	<u>Building</u>	<u>Child Nutr.</u>	<u>31 Bond Fund</u>	<u>Gifts</u>	<u>Sinking</u>	<u>Totals</u>
Cash	\$ 270,826.61	13,137.60	46,748.68	66,400.94	7,576.23	214,670.34	619,360.40
Total Assets	270,826.61	13,137.60	46,748.68	66,400.94	7,576.23	214,670.34	619,360.40
<u>Liabilities</u>							
O/S Warrants	36,824.18			942.92			37,767.10
Reserves							-
Total Liabilities	36,824.18	-	-	942.92	-	-	37,767.10
Total Net Assets	234,002.43	13,137.60	46,748.68	65,458.02	7,576.23	214,670.34	581,593.30
Net Assets							
June 30, 2021	\$ 779,165.43	24,324.92	72,677.42	667,465.26	449.70	214,896.85	

See Accountant's Compilation Report

5.D.2. Financial Report

5.E.Upcoming Events - See Attachment

6. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE GENERAL BUSINESS ITEMS

Items approved 6a through 6d. by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

6.A. 2021-2022 OEA Negotiated Agreement

MASTER AGREEMENT

BETWEEN

CRUTCHO BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT NUMBER 74

OKLAHOMA COUNTY, OKLAHOMA

AND

CRUTCHO ASSOCIATION OF CLASSROOM TEACHERS

FOR

2021-2022

SECTION I - CONTRACT PROVISIONS

Article 1 - Duration of Agreement

This Agreement entered into between the Crutcho Board of Education, hereinafter referred to as the “Board” and the Crutcho Association of Classroom Teachers, hereinafter referred to as the “Association”, represents the full and complete agreement between the parties concerning wages, hours, fringe benefits and other terms and conditions of employment. This Agreement shall remain in full force and effect and bind the parties for the 2020-2021 school year and shall remain in effect until replaced by a subsequent Agreement negotiated or otherwise finalized in accordance with the provisions of the Procedural Agreement and Oklahoma State Law. All provisions of this Agreement shall be retroactive to the first reporting date of teachers for the 2021-2022 school year.

Article 2 - Definitions

1. Teacher - A licensed or certified person currently employed by the Crutcho Public School District whose primary area of assignment is the instruction of students, excluding only administrative and/or supervisory personnel.
2. Association - Crutcho Association of Classroom Teachers.
3. District - Crutcho Independent School District Number 74 of Oklahoma County.
4. Board - The governing and policy making body of the Crutcho Independent School District Number 74 of Oklahoma County.
5. Association President - Elected President of the Crutcho Association of Classroom Teachers.
6. District Superintendent - Executive officer of the Board of Education and administrative officer of the Crutcho Independent School District Number 74 of Oklahoma County.
7. Association Representative - Any member of the Crutcho Association of Classroom Teachers as designated in writing by the President of the Association.
8. Agreement - This contract duly ratified and signed by the Board and Association.
9. School - Work location at which teachers perform their primary job functions.
10. Board Policy - A course of action adopted by the Board.
11. Immediate Supervisor - Principal or other person to whom teachers are directly responsible.
12. Probationary Teacher - A duly certified or license teacher who has completed less than three (3) consecutive complete years of teaching service in the Crutcho School District under a written teaching contract as provided by law.

13. Career Teacher - Also referred to as “post-probationary” teacher. A duly certified teacher who has completed three (3) consecutive complete school years of teaching service in the Crutch School District under a written teaching contract as provided by law.
14. Seniority - The amount of continuous full time contracted certified employment in the district.

Article 3 - Savings Clause

Should any part of this Agreement be declared illegal by statute or court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it violated the law. All other parts shall continue in force and effect for the duration of the Agreement, unless affected by the deleted part. Upon mutual agreement of the two parties, negotiations may commence at any time to reach agreement on replacement language for the deleted part.

SECTION II - INDIVIDUAL RIGHTS

Article 4 - Reduction in Force

1. The Crutch School Board of Education shall adhere to the following policy for reduction in force should such reduction become necessary.
2. Reduction in force shall be any circumstance in which teachers are not to be renewed as a result of change in program, overly staffed in a teaching area and/or level, substantial decrease in district enrollment, or a reduction in funding. Attempts will be made to reduce non-instructional programs before reducing teaching positions.
3. Teachers to be laid off for the ensuing school year shall be notified in writing of such layoff no later than April 10th of the current school year in compliance with state law.
4. In the event that a reduction of personnel shall become necessary, the Board shall accomplish same through normal attrition. Should further reduction become necessary the Board shall first retain those teachers possessing current teaching certificates with the greatest amount of seniority (as defined in seniority definitions) who are qualified by virtue of the certification. Teachers will be reminded to provide copies of new certification or proof of qualification for new certification by March 1st of each school year.
5. In the event that it becomes necessary, reduction in force will be made according to the following policy.
 1. The positions eliminated will be determined by the factor, not the teachers occupying these positions.
 2. The order of termination will be as follows:
 - a. Licensed teachers holding eliminated positions will be terminated first.
 - b. Probationary teachers holding eliminated positions will be terminated second. However, if the probationary teacher is certified in a position held by a licensed teacher, then the licensed teacher will be terminated and the probationary teacher will be reassigned to that position.

- c. Career teachers holding eliminated positions will be placed in another position in which they are, at the time of determination, certified, provided those areas are occupied by probationary or licensed teachers. Those licensed and/or probationary teachers will then be released.
 - d. Probationary or licensed teachers will be retained when a career teacher is terminated only if the career teacher is not certified to teach the position which the probationary teacher or licensed teacher occupies.
 - e. If there is more than one career teacher in the position being eliminated, the following criteria, in this order will be retained.
 - 1. Certification in a retained teaching position which is open. A career teacher with standard certification for retained position will be retained over a career teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification or license.
 - 2. Seniority, as previously defined, is the amount of continuous full time contracted certified employment in the district.
 - 3. If certification and seniority are the same according to the above criteria, the determine factors in order of importance are:
 - a. Years of teaching experience in the retained positions in the local school district.
 - b. Academic degree status: A teacher with a doctorate degree will be retained over a teacher with a master's degree or a bachelor's degree; a teacher with a master's degree will be retained over a teacher with a bachelor's degree.
 - c. Written evaluations.
 - d. Recommendations of principal.
 - f. If there is more than one probationary teacher or more than one licensed teacher in position being reduced, the criteria listed in e:1-3 in that order, will be used in determining which of the probationary teachers will be retained and which will be terminated.
- 6. Teachers who are laid off shall be offered recall in reverse order of layoff to vacant positions which they are certified to fill.
 - 7. Teachers who were previously assigned to full time positions shall be recalled to full time positions provided that such teachers shall have the option of accepting any part time position that may exist without jeopardizing their recall status for any full time position.
 - 8. The Superintendent shall give written notice of recall from layoff by sending a certified letter return receipt requested to the said teachers, at their last known address. It shall be the responsibility of such teachers to notify the Board of any change in address.
 - 9. Any teacher so notified shall respond within five (5) working days from receipt of said notice whether they accept or reject the position. If teachers reject positions for which they are certified to teach and such position is offered consistent with the aforementioned provisions of this article, such teachers shall be considered to have resigned from the employ of the District and all their benefits shall cease.
 - 10. No new or substitute appointment shall be made by the District while there are laid off teachers available who are certified to fill the vacancies unless said teachers refuse the appointments because they have secured other employment which has a longer

duration than the new or substitute appointments. Said refusal shall not jeopardize their recall rights for a period of one (1) year.

11. Teachers will not lose their recall rights if they secure other employment other than a teaching position during the layoff.
12. All benefits to which teachers were entitled at the time of their layoffs, including seniority, will be restored to teachers upon their return to active employment and such teachers will be placed on the proper step of the salary schedule, commensurate with a similarly situated teacher's experience and education who was not laid off. Additional education will be recognized provided credits are approved.

Article 5 - Grievance Procedure

1. Definitions:
 - a. Grievance - a grievance is a complaint by a teacher that there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this agreement or of adopted Board policy.
 - b. Grievant - the grievant is the person or persons making the complaint.
 - c. Days - the term days shall mean the working days of the teacher. Outside the contract year of the teacher, "days" shall mean working days of the supervisor involved at the level that the grievance is being processed.
 - d. Parties in Interest - A party in interest is the person making the complaint, any person required to take action on the complaint, or any person against whom action might be taken to resolve the complaint.
2. A grievant shall first attempt to resolve his/her grievance by meeting informally with his/her immediate supervisor within fifteen (15) days of the time the grievant knew or should have known of the alleged grievance. No written record of this informal procedure shall be made.
3. Failing to achieve satisfaction through an informal meeting with his/her immediate supervisor, the grievant shall have recourse through the following formal procedure:
 - a. Level I
 1. The grievant shall submit a written grievance to his/her immediate supervisor within five (5) days of the informal meeting citing the specific article, section, and/or paragraph of this agreement alleged to have been violated. The written grievance shall also state the specific remedy sought.
 2. The immediate supervisor, or his/her designee, shall schedule and hold a grievance hearing within five (5) days after receipt of the written grievance. Persons present at this hearing shall be the grievant, a representative of his/her own choosing, and witnesses, and the immediate supervisor or his designee, and if the immediate supervisor so desires, a person of his own choosing and witnesses.
 3. All testimony, exhibits, and evidence shall be presented at the Level I hearing.
 4. The immediate supervisor or his/her designee shall transmit his/her written decision with written reasons to the grievant with five (5) days after the Level I hearing.

b. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may submit a written appeal to the Board within five (5) days after the receipt of the Level I decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as hearing officer of the Level I hearing.
2. Within five (5) days after submitting the written appeal, the grievant and the Level I hearing officer shall submit to the Board a narrative of the grievance together with copies of any exhibits or documents introduced at the Level I hearing. Each party shall furnish the other party copies of all materials presented to the Board.
3. The Board shall set a Level II hearing on the agenda of a regularly scheduled Board meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held within a reasonable time after the receipt of the appeal and supporting material. Persons present and participating in this hearing shall be the Board, the Elementary Superintendent, if he/she was not the Level I hearing officer, and all persons present at the Level I hearing, unless mutually excused. Since grievance hearings at the Board level must be held in open session, others may be in attendance at this hearing.
4. No testimony or exhibits that were not presented at the Level I hearing may be presented at the Level II hearing.
5. If the Association is not the representative of the grievant, the Association representative shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.
6. At the conclusion of the Level II hearing, the Board shall give its decision by vote of the members present and shall submit its decision in writing to the grievant, the immediate supervisor and the Association within five (5) days. The decision of the Board will be final.

c. General Provisions

1. If meetings and hearings involving the grievance procedure are held during the regular teaching hours, all persons who are eligible to participate will be released from their duties and will not suffer loss of time or pay.
2. The Association may be a grievant under this procedure only on those items that deal directly with the association as an organization.
3. No reprisals of any kind will be taken by or against any party in interest because of his/her participation in this grievance procedure.
4. If time limits are not met, the grievant shall have the right to appeal the complaint to the next level.

5. If new exhibits or evidence become available after a grievance has progressed through the Level I hearing, that grievance may be withdrawn and re-filed in order for all applicable information to be presented at the Level I hearing.

Article 6 - Right to Representation

If, during a conference between an administrator and a teacher, either the administrator or the the teachers feels that it would be to his/her advantage to have a witness present, he/ she may adjourn the conference and it shall be rescheduled when representation can be present.

Article 7 - Evaluation Procedure

1. The following procedure for evaluation by the Board will be used:
 - a. Teachers shall be evaluated by certified administrators designated by the Board.
 - b. Every probationary teacher will be evaluated at least twice yearly. The first evaluation shall be prior to December 15th, and the second prior to February 10th. Career teachers shall be evaluated once every year, except as otherwise provided by law.
 - c. At the time of the evaluation conference a true copy of the evaluation report shall be presented to the teacher. The teacher will sign the evaluation report in acknowledgment that the report has been reviewed by both parties. If the evaluation report identifies poor performance or conduct that may lead to a recommendation for the teachers dismissal or non-reemployment the evaluating administrator shall:
 1. Admonish the teacher in writing and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teachers performance or conduct.
 3. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation for the dismissal or non-employment of the teacher.
 - d. The teacher shall have an opportunity to respond to an evaluation in writing within ten (10) working days after the conference. Such response shall be signed by the evaluator to acknowledge that the report has been reviewed by both parties.
 - e. The report and response, if any, will become a part of the record and will be filed in the teacher's personnel file.

Article 8 - Teacher Personnel File

1. The District shall maintain one (1) personnel file for each teacher in the school office.

2. The personnel file may contain the following:
 - a. current teacher evaluations and responses;
 - b. current teacher contracts;
 - c. teaching certificates;
 - d. letters of recommendation and letters of criticism;
 - e. official personnel action documents, including letters of reprimand and/or admonishment.
 - f. office transcripts and resumes;
 - g. other materials mutually agreed upon.
3. Materials related to discipline or reemployment of the teacher which are placed in the personnel file shall be immediately called to the teacher's attention in writing. The teacher shall be provided a true copy of each document relating to discipline or reemployment placed in the personnel file.
4. The teacher shall have the right to make a written response to all materials placed in the personnel file, and such response shall also be placed in the personnel file.
5. Materials may be removed from a teacher's personnel file at any time by mutual agreement between the teacher and the superintendent.
6. The teacher shall have the right during normal office hours to review and/or reproduce the contents of his/her personnel file. At the teacher's request, a representative of his/her own choosing may accompany the teacher in this review.
7. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated teacher, the Board, the administrative staff of any school to which such teacher applies for employment, the hearing panel in cases of non-reemployment and dismissal of a career teacher, and such other persons as are specified by the teacher in writing.

Article 9 -Notification of Assignment for Next School Year

The Board agrees to notify certified employees of their tentative assignments for the next school year prior to the end of the current school year. In the event a change of assignment appears necessary, the affected teacher will be promptly notified and consulted. After such consultation, if the change of assignment still appears necessary, the principal shall provide the affected teacher with written notification of the change of assignment. Upon receipt of the written notification that a change of assignment has been made, the affected teacher will have the option to resign without penalty,

Article 10 - Involuntary Reassignment During School Year

If a change in a teacher's assignment appears necessary after the school year begins, the affected teacher will be promptly notified and consulted. If, after such consultations, the change in assignment still appears necessary, the principal will provide the affected teacher with written notification that a change of assignment has been made. Upon receipt of the

written notification that a change of assignment has been made, the affected teacher will have the option to resign without penalty.

Article 11 - Posting of Vacant Positions

1. During the school year, notice of each vacant teaching and/or supplemental positions, shall be posted in a prominent place in the school office and teacher's lounge for a minimum of five (5) consecutive school days.
2. During the summer, notice of each vacant teaching and/or supplemental positions, shall be posted in a prominent place in the school office for a minimum of five (5) consecutive school days. It is understood by the parties that teaching and supplemental assignments are made by the administration/board in order to meet the best needs of the students. In addition, any teacher currently employed by the District, who is interested in another position shall, prior to leaving school for the summer, submit in writing to the superintendent, his/her interest in specified types of positions. A summer address, stamped self-addressed envelope, and telephone shall be provided so the superintendent can contact the teacher concerning any vacancies which may arise and for which the teacher has expressed an interest.

Article 12 - Board Policies

A copy of the updated Board policy manual will be given to the president of the Association. Policies updated during the school year will be brought to the attention of the teachers and the Association. The Association is responsible for keeping its copy of the manual current with updates provided by the administration. Each teacher is responsible for reviewing and keeping current on all Board Policies contained in the manuals located in the library and with the Association.

Article 13 - Non Discrimination

The Crutch Public School District is an equal opportunity employer, and will abide by the applicable laws dealing with discrimination,

Article 14 - Liability Insurance Policy

1. The Board of Education agrees to continue to purchase a comprehensive liability insurance policy that covers the Board and all employees of the school up to the limits of the policy purchased and state law provision.

Article 15 - Individual Employee Contracts

Individual employee contracts that are compatible with the negotiated agreement will be ready for signing within sixty (60) days after ratification of the Master Contract.

SECTION III - ASSOCIATION PRIVILEGES

Article 16 - Association Rights

1. The Association will be granted the following:
 - a. Upon approval of the Principal or his designee, the Association may use school facilities for meetings of its general membership and/or Association committees.
 - b. Upon approval of the Principal or his designee, the Association will be permitted to use the school equipment normally used by teachers during the school day. the Principal may also mutually agree on a schedule of time periods appropriate for Association use of the equipment for the purpose of eliminating the need to get the Principal's approval for teacher instance of equipment use. A use charge may be mutually agreed upon by the Principal and the Association President.
 - c. The Association will be permitted exclusive use of bulletin board space in each teacher workroom/lounge for posting of materials that have been approved by the Principal prior to the posting.

Article 17 - Association Leave

1. The Board shall provide a pool of four (4) days leave, which may be used in part or in whole for attendance by designated Association members at educational conferences, workshops, or other organizational meetings or activities.
2. Individuals taking Association leave shall be designated by the Association President.

Article 18 - Printing of Master Contract Agreement

1. The Association will prepare the final copy of the Mastery Contract for printing. Equipment and facilities for preparation will be made available by the Administration.
2. The Board and the Association agree to share equally the cost of preparing and printing the Master Contract. Copies will be distributed to all teachers within thirty (30) work days after ratification by the Board and the Association.

Article 19 - Board Meeting and Agendas

1. The Association has the right to representation at Board meetings either informally, by asking to address the Board in the time provided for visitors on the printed agenda; or formally requesting to have a particular item placed on the agenda, following the process specified in Board Policy.
2. A Board information packet will be made available to the President of the Association at the same time it is made available to the Board.
3. A copy of the unofficial minutes of the Board meeting will be made available upon request as soon as they are prepared for distribution.

Article 20 - Faculty Advisory Committee

1. A faculty advisory committee made up of one teacher from each of the primary level, the intermediate level, and the sixth/seventh/eighth grade level will be formed. Teachers serving on the committee shall be selected by the teachers at the level they represent.
2. The purpose of the faculty advisory committee will be to discuss issues pertinent to the administration, the staff, and Crutch Public Schools.
3. The faculty advisory committee will meet when members of the committee inform the administration of the need.

SECTION IV - WORKING CONDITIONS

Article 21 - Teacher Work Day

1. Provided that assigned duties and professional responsibilities related to the proper functioning of the school do not require otherwise the normal teacher work day will be from 7:20 a.m. until 3:30 p.m., Monday through Fridays.
2. Administration shall make a reasonable effort to limit the frequency and length of staff meetings outside the teacher work day while addressing the areas necessary for the proper functioning of the school. Deviation from the schedule to attend college classes or professional meetings shall have prior approval of the administration.
3. Teachers shall be notified of their daily reporting time prior to the start of the school year. All teachers will sign in each morning when reporting to work and will sign out each afternoon when leaving work.

Article 22 - Advisory Committee

Teachers shall have representation on the Advisory Committee.

Article 23 - Planning Time

1. Each teacher shall have scheduled preparation time during which he/she will not be assigned to duties. This preparation time shall be scheduled during normal pupil contact time.
2. Teachers in Crutch Public Schools will be provided (50) consecutive minutes of planning time each school day. Every effort will be made to increase this amount to sixty (60) consecutive minutes per day.
3. Upon approval of the administration, a teacher may leave the school campus during his/her planning time. The teacher shall notify the office when leaving and returning to campus.

Article 24 - Duty Free Lunch

1. Each teacher shall have a duty-free period of at least twenty-five (25) minutes each school day to eat his/her lunch.

2. A teacher may leave the school campus during his/her lunch period. The teacher shall notify the office when leaving and returning to campus.

Article 25 - Days Scheduled

The contract year for teachers in the Crutch Public Schools shall be one hundred eighty (180) days of which at least one hundred seventy-five (175) days will be teaching days as defined by state law.

Article 26 - Telephone and Conference Area

1. Upon request from a teacher, the principal shall make arrangement whereby that teacher may make school related phone calls in privacy.
2. Administration approval must be obtained prior to make any long distance calls.
3. Non-school related calls will be limited to five (5) minutes.

Article 27 - Clean and Safe Working Conditions

1. The Board agrees to maintain health and safety conditions in compliance with applicable statutes and/or regulations. Employees will not be required to work under unsafe or hazardous conditions as determined by regulatory authority.
2. The Board will provide adequate teaching facilities, including access to copy machine from 7:00 a.m. until 4:30 p.m., clean and sanitary restrooms and employee's lounge. Employees will report concerns of inadequacies to the Principal.

Article 28 - Class Size

The Board agrees to abide by current state laws dealing with class size.

Article 29 - School Calendar

The Board shall adopt a school calendar for the following school year after it has received a recommendation from the administration. The administration shall review a draft of the school calendar with the President or Vice-President of the association.

Article 30 - Substitutes

1. In the event of the absence of a teacher, all possible efforts will be made to hire a substitute teacher qualified in the necessary subject area.
2. The substitute will perform all classroom and extra-duty assignments normally assigned to the absent teacher the regular work day, except when a change is mutually agreed upon by the Principal and the teachers affected.

SECTION V - COMPENSATION

Article 31 - Pay Dates

1. Each employee will be paid on the fifteenth (15th) and last day of each month. If the regular pay date falls on a holiday or weekend, payment shall be made on the last school day prior to that date.

2. All teachers will receive their pay on a twelve (12) month schedule.

Article 32 - Teacher Salary Schedule

See Attachments following Contract

Article 33 - Supplement Salary Schedule

Article 34 - Teacher's Retirement

Article 35 - Compensation for Covering Class

Any teacher who is assigned to cover a class which requires him/her to forfeit his/her planning period shall be compensated at the rate of twelve dollars and fifty cents (\$12.50) per occurrence. However, in no case shall a teacher be compensated for supervision of his/her own class in the event of a schedule change. No teacher who is teaching his/her assigned class shall cover a class when there is another teacher available who is on plan.

Article 36 - Health Insurance

Moved to salary schedule

Article 37 - Payroll Deductions

In addition to those deductions required by state and federal laws, each teacher may, upon written authorization, initiate the following payroll deductions:

1. Oklahoma Educators Credit Union;
2. School approved health, life, cancer, dental, and vision insurances;
3. Annuities;
4. OEA/NEA dues and contributions;
5. Salary protection;
6. Additional annuities and other items as approved by the Board.

Article 38 - Teacher Instructional Supply Fund

Teachers are provided a blank Purchase Order form with the End of the Year Checklist. The purchase order should be completed with a list of supply items needed. Purchase orders are approved if funds are available and based on need.

Article 39 - Car Mileage

1. Teachers shall be reimbursed at a rate of forty four and one half cents (\$.585) per mile for mileage where their personal vehicles must be used for official school business. The administration will pre-approve and establish maximum mileage for each specific trip. Any deviation above this standard mileage must be approved by the building principal prior to reimbursement. Said mileage will be paid by separate check.

Article 40 - Sick Leave

1. Each teacher shall be provided ten (10) days of sick leave each school year with such leave vesting in full on the first teacher work day of the school year.

2. Sick leave may be used for personal accidental injury, illness, or pregnancy of the teacher or accidental injury or illness of any member of the teacher's immediate family. Immediate family shall include spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, or any person living in the teacher's home who is part of the family.
 - a. Sick Leave can be utilized in half-day increments.
3. In case of extended illness or disability of the teacher, and after all accumulated sick leave has been exhausted, he/she shall receive for a period not exceed twenty (20) days his/her full contract salary less the amount:
 - a. Actually paid the certified substitute teacher for his/her position if a substitute teacher is hired.
 - b. Normally paid a certified substitute teacher for his/her position if a substitute teacher is not hired.
4. If, after exhausting all accumulated sick leave and the twenty (20) additional days provided by statute, a teacher is still unable to resume his/her regular duties, he/she will be placed on unpaid leave of absence until the end of the contract period, or until the teacher is able to return to work during the regular contract period. When the teacher recovers sufficiently to perform regular duties and returns to work, he/she shall be restored to his/her original position or to a like position of seniority, status, and pay.
5. When a teacher is placed on an unpaid leave of absence due to illness or disability, provisions shall be made whereby the teacher can arrange payment for professional organization dues and insurance programs if there is no conflict with the provisions of the insurance policies.
6.
 - A. Teachers shall be allowed to accumulate one hundred and thirty (130) days of unused sick leave.
 - B. The Board will keep records tracking all sick leave days allocated and not used beyond the maximum accumulation level (s) for the purpose of providing such information to the Oklahoma Teachers Retirement System on behalf of any teacher upon retirement.
7. Teachers shall be informed no later than thirty (30) days after the beginning of school each year the number of sick leave days for which they are eligible.
8. Sick Leave Sharing Program
 - A. A full-time teacher may donate sick leave to another employee for the following reasons:
 1. the donee has exhausted or will exhaust all available sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the donee, including pregnancy, miscarriage, or childbirth and recovery there from; or
 2. the donee has exhausted or will exhaust all available sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition, including pregnancy, miscarriage, or childbirth and recovery there from, of a relative (spouse, child, stepchild, grandchild, grandparent, stepparent or parent) or household member (one who

- resides in the same home as the employee and who shares a duty to provide financial support with the employee) of the donee; and
3. the condition has caused or is likely to cause the donee to take leave without pay or terminate employment.
 - B. The employee may donate any amount of sick leave which does not cause that employee's sick leave balance to fall below ten (10) days.
 - C. An employee may receive up to thirty (30) donated days.
 - D. An employee requesting donated days must first provide the administration with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
 - E. The employee receiving the donated days is to receive his or her normal rate of pay.
 - F. Shared sick leave usage records shall be maintained separately from regular sick leave records.
 - G. Any donated leave which is not used shall be returned to the donating employee.
 - H. The Board is the determining body as to whether the donee meets the criteria above and has previously abided by District leave policy.
9. Upon retiring via the Oklahoma Teacher's Retirement System, for the 2019-2020 school year each teacher shall be paid \$60.00 per day for each day of accumulated sick leave. For the 2022-2022 school year, the maximum amount to be paid shall not exceed an aggregate of \$16,000.00. This amount will be paid within thirty days of the conclusion of the school year. If the total number of accumulated sick leave days for eligible teachers times \$60.00 per day exceeds an aggregate of \$16,000.00 then the amount shall be prorated accordingly. Teachers are required to notify the District in writing no later than the last teaching day of the school year in order to participate in the above payment.

Article 41 - Personal Business Leave

1. Each teacher shall be provide three (3) days personal business leave each school year, such leave being exclusive of and in addition to other forms of leave.
2. Use of personal business leave shall be without loss of pay or other benefits.
3. Notice for use of personal business leave shall be made one (1) day prior to the requested leave day, except, in case of emergency, the teacher shall notify his/her immediate supervisor as soon as possible and then file a written notice of leave within two (2) days after returning to work.
4. Any personal business leave not used during the contract year will be converted to accumulated sick leave at the end of the year.
5. Except in emergency situations, only one teacher may utilize personal business leave on Monday, Thursdays, or the days immediately preceding or following a holiday or vacation period. On all other days personal business leave usage shall be limited to two teachers per day.

Article 42 - Emergency Leave

1. Each teacher shall be provided up to three (3) days emergency leave each school year. Emergency leave may be taken on approval of the principal and when all other applicable leave is exhausted.

2. Emergency leave may be used for emergency situations such as, but not limited to:
 - a. Incidents or circumstances which result in significant damage to property by unexpected forces or acts; or
 - b. Illness or injury representing a substantial likelihood of loss of life, limb or significant bodily function to members of the teachers' immediate family as defined in the sick leave section of this agreement.
3. Use of emergency leave shall be without loss of pay or other benefits to the teacher.

Article 43 - Professional Leave

Upon application to and approval from the Principal and/or the Board of Education, teachers shall be granted professional leave day (s) to attend conferences, workshops, and meetings. Such leave days shall be without loss pay.

Article 44 - Legal Leave

Leave for jury duty and/or witness service: Teachers who are summoned for jury duty or subpoenaed for witness service shall, upon filing a copy of the summons or subpoena with their principal, be granted leave for jury duty or for service as witness subpoenaed in a criminal, civil, or juvenile proceeding. Teachers on such leave shall be paid the full contract salary, however, any money paid the teacher for jury duty or witness service, less expense incurred during their service, shall be paid the district.

Article 45 - Parental Leave

1. Upon approval of the Board of Education, certified teachers shall be granted unpaid leave of absence for one (1) school year or the remainder of the school year if the request is made after the school year has begun, for the purpose of child care or child rearing. While on parental leave, other leave allowances will not accrue or diminish. Provisions may be made whereby the teacher on parental leave may arrange payments of professional organization dues and insurance programs premiums as long as there is no conflict with the provisions of the insurance policy.
2. Notification of return from parental leave shall be filed with the Principal on or before April 1. Any certified teacher who fails to file a notification of return terminates his/her affiliation with the Crutcho Board of Education at the expiration of his/her leave absence.
3. Teachers returning from parental leave will be assigned to a position that he/she is qualified and certified to fill. The returning teacher shall be reinstated at the appropriate position on the salary scale and at the same status of tenure that he/she qualified for at the time the leave began. All other benefits which he/she has earned and accumulated shall be returned to the teacher at the time he/she returns to work.

Article 46 - Leave of Absence

1. A teacher may, upon application and approval thereof, be granted a leave of absence without pay. All leaves of absences but those accepted by law shall be for one (1) semester or one (1) contractual year, or for the remainder of the semester or contractual year if the semester or year has begun. Reinstatement may be approved during that

time if the services of the teacher are needed. A one (1) year extension of a leave of absence may be granted upon request.

2. Requests for a semester or year leave of absence and for an extension of a leave of absence must be filed with the Principal on or before October 1 or March 1 before the semester or year for which the leave is requested. Requests for emergency leave of absence may be made at any time. The Board of Education will base its decision to grant or deny the leave of absence on:
 - a. benefit to teacher;
 - b. benefit to the school district;
 - c. availability of replacement teachers willing to sign a duration of need contract.
 - d. validity of the emergency in cases where emergency leave of absences are requested.
3. Notification of return from leave of absence shall be filed with the Principal on or before October 1, and March 1 prior to the beginning of the semester or year in which the teacher wishes to return. Any teacher who fails to file a certification of return terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence. Teachers returning from a leave of absence shall be assigned to the school and/or department from which his/her leave of absence was granted, if an appropriate vacancy exists.
4. Teachers returning from a leave of absence will be reinstated at the same career status and the same position on the salary schedule that he/she qualified for at the time the leave began.
5. While a teacher is on leave of absence, sick leave allowances shall not accrue, accumulated sick leave shall not diminish, salary increments of years teaching experience will not increase, except in cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education. Provisions will be made whereby the teacher on leave of absence can arrange payment for professional organization dues and insurance programs as long as there is no conflict with the provisions of the insurance policy.

6. THE FAMILY AND MEDICAL LEAVE ACT

The Board will abide by the Family and Medical Leave Act of 1993. The Board further reserves all rights, powers, and electing accruing to it under the Act.

Article 47 - Bereavement Leave

1. Five (5) days bereavement leave shall be granted to each teacher for each instance of death of the teacher's relatives listed: Spouse (or intended spouse), children, parents or legal guardians of the teacher, grandchildren or grandparents.
2.
 - a. Three (3) days bereavement leave shall be granted to each teacher for each instance of death of the teacher's aunts or uncles.

- b. Three (3) days bereavement leave shall be granted to each teacher for each instance of death of relatives of the teacher's spouse as listed: Children, parents or legal guardians, grandchildren or grandparents.
3. Bereave leave days are not chargeable to any other leave and are non-accumulative.
4. The teacher must notify his/her principal as soon as he/she knows that a bereavement leave is to be used.

Article 48 - School Closings

1. When, in the opinion of the Superintendent, it is advisable to close the Crutcho Public School due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.
2. If the closing of the school results in the loss of a student class day or portion of a student class day and that day is not made up, teacher shall not be required to make up nor lose pay or leave as a result.

Article 49 - Job Injury Leave

1. The Crutcho Public Schools will abide by Oklahoma School Statutes, Section 871. (70-35f) "Injuries Sustained by School Personnel in Performance of Duties - Continued Payment of Contract Salary."
2. The Crutcho Board of Education further agrees to abide by Oklahoma School Statutes Section 842 (85-2b) "Worker's Compensation Insurance" by purchasing Workers Compensation Insurance that covers all employees of the Crutcho Schools.

Article 50 - Staff Development Stipend

For the 2021-2022 school year, every teacher employed on the first day of school, will receive a stipend in the amount of \$200 for participation in Professional Development Activities over and above those defined in the 2021-2022 school calendar.

SECTION VII - SIGNATURES

In witness whereof we have affixed our signatures on this _____ day of _____ 2021

FOR THE BOARD
President

FOR THE ASSOCIATION
President

6.B. New or modified board policies to comply with new and/or amended laws. See Attachments

Approved 6b by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

Item 6b passed by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Abstain (With Conflict)

Paul Keeler: Yea

Yea: 2, Nay: 0, Abstain (With Conflict): 1

CRUTCHO SCHOOL WELLNESS POLICY

The Crutcho Board of Education declares its concern for the safety and health of District employees and students. Crutcho Public Schools recognizes the link between academic achievement and student health and wellness, and it is the intent of this policy that staff, students, and parents/guardians work together to provide a safe, secure, and healthy learning environment. The district recognizes the important role that the school plays in the development of children's lifelong habits, their ability to learn, and their overall well-being. Schools can improve the health of students not only by educating them about the importance of healthy behaviors, but also by implementing policies that promote those behaviors. Therefore, the District establishes the following policy to promote the health and wellness of students and staff to ensure the school complies with those standards established by the federal and state law. The District encourages the following:

- Allow parents, students, representatives of the school food authority, physical education teachers, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, review and update of the school wellness policy.
- Establish nutrition guidelines that meet or exceed the USDA school meal requirements and the nutrition standards for competitive foods and beverages.
- Create goals for nutrition promotion and education, physical activity and physical education, and other activities that promote students as well as staff health.
- Adopt a plan to ensure the policy is properly implemented, regularly assessed, and periodically updated.

Definitions

School campus - All areas of the property under the jurisdiction of the school that are accessible to students during the school day.

School day - The period of time from midnight before to 30 minutes after the end of the instruction day.

Competitive foods and beverages - Foods and beverages that are sold on campus outside of the federal reimbursable school meal programs during the school day. (vending machines, school stores)

Smart Snack Standards - Nutrition standards issued by the USDA, that set limits on the amount of calories, salt, sugar, and fat in competitive foods and beverages.

School Practices

- Per Oklahoma Senate Bill 1627, each school site will establish a Healthy and Fit School Advisory Committee that meets and makes recommendations to the school principal. The school principal shall give consideration to recommendations made by the Healthy and Fit School Advisory Committee.
- Per the school district's Child Nutrition Programs Agreement, school meals may not be used as a reward or punishment.
- Per USDA Regulations § 210.12 and § 227, students and parents will be involved in the NSLP. Parent and student involvement will include menu-planning suggestions, cafeteria enhancement, program promotion, and other related student-community support activities.

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)**Nutrition Education & Training**

Nutrition education occurs in the classroom as well as in the larger school community. The school will integrate into the core curriculum, nutrition education to all grades PK-8), providing students the knowledge and skills necessary for lifelong healthy eating behaviors, including the following:

- What it means to eat healthfully, consume the proper nutrients, and maintain a wholesome and balanced diet.
- How to read labels and understand the problems associated with unhealthy food and marketing to children.
- Complies with state learning objectives and standards.
- Provides opportunities for students to practice and apply the skills and knowledge taught in the classroom (using the cafeteria as a learning lab, visiting local farms, etc.).
- Is made available for staff.
- Is promoted to families in the community.

The District will follow USDA's Professional Standards for State and Local Nutrition Programs in selecting local school nutrition program directors. Also, the District will require all personnel in the school nutrition program to complete annual training and continuing education. In addition, the Child Nutrition Staff will do the following:

- Receive training in basic nutrition, nutrition education, safe food preparation and nutrition standards for healthy meals and snacks.
- Organize and participate in educational activities that support healthy eating behaviors and food safety.

Crutcho Public School will use the following guidelines in nutrition education. These are minimum guidelines and may include other educational resources that become available to the staff.

Per USDA Regulations § 210.12 and § 227, nutrition education is offered in the school cafeteria as well as the classroom.

Per Oklahoma Senate Bill 1627, the Healthy and Fit School Advisory Committee at each school site will study and make recommendations regarding health education, nutrition, and health services.

The District utilizes multiple channels (e.g. classroom, cafeteria, and communications with parents) to promote healthy nutritional and physical behaviors.

School Celebrations

The District encourages parents to provide healthy lunches and snacks when sending food from home for classroom parties, celebrations, and after school programs. The District will provide parents a list of ideas for healthy snack ideas and non- food alternatives (USDA's resources on Healthy Celebrations).

Food and Beverage Marketing

Only foods and beverages that meet the USDA's smart snack standards may be marketed by the school. The marketing of any brand, without reference to a specific product, is prohibited unless every food and beverage product manufactured, sold, or distributed under the corporate brand name meets the Smart Snack standards. Marketing includes:

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)

- Advertising on any property or facility owned or leased by the school district or school and used at school related activities (including school buildings, athletic fields, parking lots, school buses, vending machines, scoreboards, uniforms, educational materials and supplies).
- Coupons, discounts, and corporate incentive programs that reward students (e.g., when they reach certain academic goals) with free or discounted items. Such rewards may not include foods or beverages that fail to satisfy the USDA's Smart Snack standards.
- Corporate-Sponsored programs that provide funds to schools in exchange for consumer purchases of certain items. Programs involving purchase of foods and beverages that do not meet the USDA's Smart Snacks standards are not permitted.

Nutrition and Healthy Food Promotion

The District will promote healthy food and beverage choices and appropriate portion sizes by doing the following:

- Exhibiting posters, signs, or other displays on the school campus that promote healthy nutrition choices.
- Providing age-appropriate activities, such as contests, food demonstrations, and taste testing, that promote healthy eating habits.
- Offering information to families (communication with parents, educational workshops, screening services, and health related exhibitions and fairs, partnering with TSET HLP, shape your future, etc.)
- Encouraging school staff to display healthy eating habits and physical activity choices to students (e.g., by eating with students during meal times, consuming healthy snacks, meals, beverages in front of students, sharing positive experiences with physical activity with students, etc.).

Nutritional Guidelines

To promote student health, students will not be provided with foods outside the USDA Nutrition Standards with the exception of two events per school year in which healthy options are also available.

School Meals Service through the National Lunch- Breakfast Program

The District will make nutritious foods available on campus during the school day to promote student and staff health. Meals served through the National School Lunch and Breakfast Programs are free to all students through the CEP program and will meet the following United States Department of Agriculture's (USDA's) requirements.

The District will promote activities to involve students, and parents in the School Lunch Program. In addition, the school will do the following:

- Inform families about the availability of breakfasts for students.
- Distribute materials to inform families of location of free Summer Food programs when school is not in session, when programs are available.
- Post information on the nutritional content and ingredients of school meals on menus in the cafeteria, website or school newsletter.
- Send applications for reimbursable meal programs to families at the beginning of the school year and make applications available on the District Website. (currently all students are receiving free breakfast and lunch)

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)

Per USDA Regulations § 210.10 and § 220.8, school lunches and breakfasts will meet menu planning system guidelines as required by USDA.

- Per USDA Regulation § 210.10, school lunches will provide 1/3 of the recommended dietary allowances (RDA) for calories, protein, calcium, iron, vitamin A, and vitamin C as required by USDA.
- Per USDA Regulation § 220.8, school breakfasts will provide 1/4 of the RDA for calories, protein, calcium, iron, vitamin A, and vitamin C as required by USDA.
- Per USDA Regulations § 210.10 and § 220.81 the total calories from fat in school meals will be limited to 30 percent when averaged over one week.
- Per USDA Regulations § 210.10 and § 220.8, the total calories from saturated fat in school meals will be less than 10 percent when averaged over one week.
- Per USDA Regulations § 210.10 and § 220.8, school meals will meet the Dietary Guidelines for Americans

In addition, all meals will:

- Be appealing and attractive to children, young adults and staff of various ages and diverse backgrounds.
- Be respectful of cultural diversity and religious preferences.
- Be served in clean and pleasant settings.
- Be accessible to all children and young adults.
- Be designed to feature fresh fruits and vegetables from local sources whenever possible, including the Farm to School Program,
- Include cool drinking water throughout the school day at no cost to students. Students will be provided drinking cups or glasses where all meals and snacks are served. Include food high in fiber, free of added trans-fat, low in added fats, sugar, and sodium, and served in appropriate portion sizes consistent with the USDA standards.
- Reviewed by a registered dietician or other certified nutrition professional or based on a meal plan provided by a professional resource such as USDA, State Department of Education, the Alliance for a Healthier Generation, the Lunch Box, etc.

The District will also ensure the following:

- Encourage students to start the day with a healthy breakfast
- Provide breakfast through the USDA School Breakfast Program
- Students be allowed adequate time to consume meals.
- Students will be allowed to bring drinking water from home and take water into the classroom, provided that the water is in a capped container, such as a bottle to prevent spills
- All water sources and containers will be maintained on a regular basis to ensure good hygiene standards (including drinking fountains, water jugs, hydration stations, and other methods of delivering drinking water),
- Foods and beverages will not be used as rewards or punishment.
- Provide training to food service and other relevant staff to meet nutrition standards for preparing healthy meals.
- During the school day, the District only permits school-sponsored fundraisers which are health promoting and will not promote any particular brands. Such fundraisers include non-food items, physical activity-related options, community service options, or healthy foods and beverage options which follow USDA Nutrition Standards (Crutcho Public Schools Administrative Regulation-Nutritional Guidelines)

Competitive Foods and Beverages & Fundraising

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)

During the school day, the District only permits school-sponsored fundraisers which are health promoting and meet or exceed the USDA's Smart Snack Standards. Such fundraisers include non-food items, physical activity-related options, community service options, or healthy foods and beverage options which follow USDA Nutrition Standards (see Crutcho Public Schools Administrative Regulation-Nutritional Guidelines). Fundraising will not promote any particular food brands (fundraisers by fast food chains). After school concessions and fundraisers will offer foods and beverages that comply with USDA Smart Snack Standards as well. The district, however, may allow exemptions for up to two fundraisers during the school year, during which the foods and beverages sold are not required to meet the Smart Snack Standards and are not held during normal meal service times.

Other Food Items Sold on School Campuses will adhere to the following guidelines:

- Per USDA Regulation § 210, Appendix B, foods of minimal nutritional value (FMNV) are prohibited from being sold or served during student meal services in the food service area where USDA reimbursable meals are served or eaten.
- Per the Child Nutrition and WIC Reauthorization Act of 2004, beverage contracts will not restrict the sale of fluid milk products at any time during the school day or at any place on the school premises.
- Per Oklahoma Senate Bill 265 (effective school year 2007-2008), students in elementary schools will not have access to FMNV except on special occasions.
- Per Oklahoma Senate Bill 265 (effective school year 2007-2008), students in middle and junior high schools will not have access to FMNV except after school, at events which take place in the evening, and on special occasions.

Physical Education

- Per Oklahoma Senate Bill 1627, the Healthy and Fit School Advisory Committee at each school site will study and make recommendations regarding physical education and physical activity.
- Per Oklahoma Senate Bill 312 (effective school year 2006-2007), students in Grades K through 5 will participate in 60 minutes of physical activity each week.

The aim of the Crutcho Public Schools pre-kindergarten through eighth grade physical education curriculum is to enhance quality of life by fostering physical dexterity and life-long health and well-being in an environment that promotes participation and the development of the whole person. The District supports quality physical activity throughout the school day. Practices which support the accomplishment of this aim include:

- The District will offer students K-8 the opportunity to participate in a minimum of 60 minutes of physical activity each day, whether through physical education, exercise programs, after school athletics, fitness breaks, recess, classroom activities, or wellness education.
- The district will establish a comprehensive, standards-based PE curriculum for each grade (PK-8). Schools will ensure that PE equipment and classes afford all students an equal opportunity to participate in PE.
- Develop indoor recess guidelines to ensure students can have adequate physical activity on days when recess must be held indoors.
- Require recess to be held before lunch, in order to increase food consumption, reduce waste, and improve classroom attentiveness when students return from lunch.

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)

- Provide Elementary students, K-5, at least 20 minutes per day of recess in addition to physical education requirements.
- Elementary Students in grades pre-Kindergarten through five will participate in at least a 150 minutes of PE per week throughout the entire school year. The Coordinated Approach to Child Health, an evidence-based program that employs a holistic approach to child health promotion by targeting multiple aspects of the school environment: the classroom, Child Nutrition Services, physical education (PE), parents, and the broader school community will be utilized. Time spent in these activities, per state law, will meet the requirements for accreditation by the Oklahoma State Board of Education,
- During PE, students will be given the opportunity to participate in many types of physical activity, including both cooperative and competitive games.
- In addition, teachers and other school personnel at all grade levels may provide opportunities to students for additional physical activity by integrating physical activity into the academic curriculum, including adaptive physical education, movement breaks (3-5 minutes), and other activities to promote movement and to allow students to stretch, move around and break from sitting. These breaks may take place during, and or between class times.
- Students will engage in moderate to vigorous activity more than 50 percent of the class time during physical education.
- Physical Education classes will have a teacher/student ratio comparable to core subject in the classroom size.
- Physical Education classes will be taught by licensed teachers who are certified to teach
- Physical activity, or the withholding thereof, will not be used to punish academic performance or student behavior in the classroom.
- The district will provide teachers a list of alternative ways to discipline students. Teachers will be strongly encouraged to use physical activity as a reward. (extra recess)
- The District will ensure the availability of proper equipment and facilities that meet safety standards and conduct inspections and repairs as needed.
- The District provides proper equipment and facilities to support physical education classes and other school-sponsored physical activities.
- The District provides training for teachers for integrating physical activity into the curriculum. Some portion of this training will be incorporated into annual professional development.
- District will allow teachers the opportunity to participate in or lead physical activity before, after, or during school.
- The District will encourage school staff, students, and their families to participate in physical activity outside of the school day. Students, parents, and other community members will have access to the District's physical activity facilities outside the normal school day (see Facility Usage and Rental policy).

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)

- Physical activity opportunities are available to students of all physical and mental abilities to help develop the skills needed to participate in lifetime physical activities.

Staff Wellness

The District recognizes that employee health is essential to student health and to creating healthy school environments. Accordingly, the District will implement an employee wellness program that promotes healthy eating, physical activity, and overall health. The District may partner with community agencies and organizations (e.g., local health departments, hospitals, health insurance companies, and local chapters of national organizations, such as the American Cancer Society, American Heart Association, Red Cross, and YMCA) to assist in providing education, services, and resources for staff.

The District will do the following to support staff wellness:

Nutrition

- Serve foods and beverages that meet Smart Snacks standards at all staff meetings, trainings, special occasions (e.g., birthdays and retirement parties), and other workplace gatherings.
- Provide employees with access to a refrigerator, microwave, and sink with a water faucet,
- Provide or partner with community organizations or agencies to offer nutrition education through activities such as seminars, workshops, classes, meetings, and newsletters,
- Partner with community organizations or agencies to offer staff accessible and free or low-cost healthy eating/weight management programs.

Physical Activity

- Promote walking meetings.
- Incorporate 10-minute physical activity breaks into every hour of sedentary meetings, trainings, and other workplace gatherings.
- Provide access to on-campus athletic facilities, such as gyms, running tracks, basketball courts, tennis courts, and swimming pools.
- Promote employee participation in physical activity by creating exercise clubs or groups and/or sponsoring employee sports teams.
- Use posters, pamphlets, and other forms of communication to promote physical activity (including stairwell use, if applicable).
- Provide information about local physical activity resources and facilities, such as walking trails, community parks, and recreation facilities.

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)**General Wellness**

- Partner with community organizations or agencies to offer voluntary health screenings annually to staff, including free or low-cost health assessments.
- Partner with community organizations or agencies to provide stress management programs annually to staff.
- Promote tobacco prevention and provide referral information on cessation services through the Oklahoma Tobacco Helpline.
- Ensure access to a private space (other than a restroom) that has an electrical outlet, and provide flexible paid or unpaid break times to allow mothers to express breast milk and/or breastfeed.
- Partner with community organizations or agencies to offer immunization clinics (e.g., flu, Tdap, etc.) to staff.
- Provide or partner with community organizations or agencies to offer free or low-cost first aid and CPR training.

Professional Development

The District will provide staff with educational resources and annual training in health and health-related topics.

Health Education

Where applicable, schools' health education curriculums will follow the Oklahoma Academic Standards.

Community Involvement

The District will permit parents, students, representatives of the school food authority, physical education teachers, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, review, and update of the local school wellness policy. To encourage broad public participation in the process, the District will do the following:

- Actively notify parents and the broader community about the content and implementation of as well as any changes to the wellness policy, whether through electronic communications (e.g., email, District website, etc.), non-electronic means (e.g., mailings, presentations, etc.), or both.
- Ensure that all outreach and communication is culturally appropriate and translated as needed.
- Educate community stakeholders on how they can participate in the development, implementation, review, and update of the wellness policy and let them know why their participation is important to the health and wellness of students and the broader community.

Monitoring and Policy Review Each school site's Healthy and Fit School Committee will use the School Health Index to develop an action plan unique to that site as part of the Coordinated School Health Framework. Each plan will be evaluated and updated annually. The District will measure the extent to which school is in compliance with the local wellness policy, as well as the progress made in attaining the policy's goals. The District will assess how its

CRUTCHO SCHOOL WELLNESS POLICY (Cont.)

policy compares with the latest national recommendations on school health and will update accordingly. The District will inform and update the public about the content and implementation of the local wellness policy (via website, handouts, newsletters). Parents, students, physical education teachers, school health professionals, school board, school administrators, and the general public will be allowed to participate in the development, implementation, and periodic review and updates of the local wellness policy. Additionally, with input from the Healthy and Fit School Committee, each site will use the annual Comprehensive Local Education Plan (CLEP) process to set and measure goals related to student's wellness. Curricula for the health and physical education programs in the District, using current Oklahoma State Health and Wellness standards, are reviewed according to the textbook adoption schedule for the State of Oklahoma. These processes provide for public input by involving stakeholders from all District school sites as well as the community. Oversight for the district Wellness Policy will be maintained by the principals and school superintendent and the Wellness Committee.

The Wellness Committee shall consist of the following members until deemed necessary to change/replace these members:

Chairman/Superintendent, Administration, Parent, Student, School Nutritionist, PE Teacher, Health Ed Teacher, School Nurse, School Counselor, School Board member, General Public /City Clerk.

Melvin Perry
Harvey Bethany
Brade Robertson
Angelica Dancy
Mike Walker
Erika James
David Douglas

STUDENT TRANSFERS

Optional: Open Transfers previously granted by the school board will remain in effect unless the board of education takes action to deny a future year's attendance based upon capacity, discipline, or attendance as addressed within this policy.

The school district will not accept or deny a transfer based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude or athletic ability. The school district will begin accepting applications for the next school year starting **January 2022**. Receipt of applications will be documented by the district so that the district may review those applications in the order submitted for purposes of capacity limitations. The administration will not approve or deny transfers received for the next school year until after the July 1 capacity data is determined for each grade level and site within the school district.

Transfers that have previously been approved by the school district will remain in effect for future school years unless the district provides notification to the parent or legal guardian that the transfer is not going to be continued for an upcoming school year due to capacity, disciplinary action or attendance issues. The district will not require parents resubmit a new application each school year and will advance the previous application of an enrolled student amending only the grade placement of the student.

A transfer may be requested at any time in the school year. State law does limit the ability of a student to transfer to no more than two (2) times per school year to one or more school districts in which the student does not reside. Exceptions to this limit will exist for students in foster care. Students are legally entitled to reenroll at any time in his or her school district of residence. Any brother or sister of a student who transfers may attend the school district to which their sibling transferred as long as the school district has capacity in the grade level and the sibling does not meet a basis for denial as listed below. A separate application must be filed for each student so that the district can timely consider requests in the order applications are received.

It is the policy of the board of education that any legally transferring student shall be accepted by the district under the following circumstances:

1. The district has the capacity to accept the student at the grade level at the school site;
2. The transferring student has not been disciplined for:
 - a. violation of a school regulation,
 - b. possession of an intoxicating beverage, low-point beer, as defined by Section 163.2 of Title 37 of the Oklahoma Statutes, or missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or
 - c. possession of a dangerous weapon or a controlled dangerous substance while on or within two thousand (2,000) feet of public-school property, or at a school event, as defined in the Uniform Controlled Dangerous Substances Act.
3. The transferring student does not have a history of absences. "History of absences" means ten or more absences in one semester that are not excused for the reasons provided in 70 O.S. § 10-105 or due to illness.

TRANSFER POLICY(Cont.)

By the first day of January, April, July and October, the board of education shall establish the number of transfer students the district has the capacity to accept in each grade level for each school site within the district. The number of transfer students for each grade level at each site that the district has the capacity to accept will be posted in a prominent place on the school district's website. The district shall report to the State Department of Education the number of transfer students for each grade level for each school site which the district has the capacity to accept.

In making the decision to determine capacity, the board of education shall review class size limits specified in 70 O.S. § 18-113.1 and multiply those limits times the number of classroom teachers employed by the school district at each grade level. If classroom space is not sufficient to accommodate that number of students due to a classroom being disproportionately sized, the district's capacity numbers will reflect a lesser amount based upon that classroom size.

A student shall be allowed to transfer to a district in which the parent or legal guardian of the student is employed as a teacher as per 70 O.S. § 8-113.

The school district shall enroll transfer students in the order in which they submit their applications. If the number of student transfer applications exceeds the capacity of the district, the district shall select transfer students in the order in which the district received the application. Students who are the dependent children of a member of the active uniformed military services of the United States on full-time active-duty status and students who are the dependent children of the military reserve on active duty orders shall be eligible for admission to the school district regardless of capacity of the district. Students shall be eligible for military transfer if:

1. At least one parent of the student has a Department of Defense issued identification card; and
2. At least one parent can provide evidence that he or she will be on active-duty status or active-duty orders, meaning the parent will be temporarily transferred in compliance with official orders to another location in support of combat, contingency operation or a national disaster requiring the use of orders for more than thirty (30) consecutive days.

If accepted, a student transfer is granted for the existing school year and may continue to attend in future years. At the end of the school year, the district may deny continued transfer of the student due to capacity or for disciplinary reasons or a history of absences.

If a transfer request is denied by the administration, the parent or legal guardian of the student may appeal the denial within ten (10) days of notification of denial to the board of education. The board of education shall consider the appeal at its next regularly scheduled board meeting if notice is provided prior to the statutory deadline for posting the agenda for the meeting. If notice is after the deadline for posting, the board **may** consider the appeal at a special meeting of the board of education.

TRANSFER POLICY(Cont.)

During the appeal, the board of education will meet with the administration and parent or legal guardian of the student in executive session. While in executive session the administration will explain why the transfer was denied, and the members of the board will be able to ask questions of the administration. The board will then hear from the parent or legal guardian as to why the transfer should have been approved. The members of the board will be able to ask questions of the parent or legal guardian. The administration and the parent or legal guardian will be excused from the executive session while the board deliberates on the appeal. The board will return to open session and will vote to approve the denial or overturn the denial of the transfer.

If the board of education votes to uphold the denial of the transfer, the parent or legal guardian may appeal the denial within ten (10) days of the notification of the appeal denial to the State Board of Education. The parent or legal guardian shall submit to the State Board of Education and to the superintendent of the district, a notice of appeal on the form prescribed by the State Board of Education.

A student who enrolls in a school district in which the student is not a resident shall not be eligible to participate in school-related extramural athletic competition governed by the Oklahoma Secondary School Activities Association for a period of one (1) year from the first day of attendance at the receiving school unless the transfer is from a school district which does not offer the grade the student is entitled to pursue as per 70 O.S. § 8-103.2.

REFERENCE: 70 O.S. §1-114
70 O.S. §1-113
70 O.S. §5-117.1
70 O.S. §8-101, et seq.
70 O.S. §24-101, et seq.; §24-102
Family Education Rights and Privacy Act
Atty. Gen. Op. No. 87-134, April 1, 1988

LEGAL NOTE: Senate Bill 783 repealed 70 O.S. § 8-104 effective March 31, 2021. Oklahoma law no longer allows emergency transfer of students. Oklahoma law regarding transfers will change again on January 1, 2022. A new sample policy has been created which addresses those changes that are effective with regard to student transfers on January 1, 2022.

THIS POLICY REQUIRED BY LAW.

6.C. Out of District Student Transfers

6.D. Retention Stipend Part-Time Bus Drivers

7. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE CONSENT
DOCKET

Approval for items 7a-7c by Antonia Jennings second by Erika James was
approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

7.A. Minutes - November

Crutch Public Schools
Minutes
Tuesday, November 9, 2021
Crutch Public Schools, 2401 N. AIR DEPOT BLVD. , OKLAHOMA CITY, Oklahoma 73141
1:30 PM

1:30 PM

1. CALL TO ORDER

2. STATEMENT OF COMPLIANCE

3. ROLL CALL AND DETERMINATION OF QUORUM

3.A. Flag Salute

3.B. Prayer

4. PUBLIC EXPRESSIONS (Limited to three minutes per subject item)*

5. DISCUSSION OF AND RECEIVE THE CRUTCH PUBLIC SCHOOL FY 2021 (2020-2021) AUDIT REPORT BY BLEDSOE, HEWETT & GULLEKSON

Audit Report Received by the Crutch Public School Board by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Absent

Yea: 2, Nay: 0, Absent: 1

6. SUPERINTENDENT'S REPORT

6.A. Introductions of Guests

6.B. Celebrations/ Students of the Month

6.C. Financial

6.C.1. Treasurer's Report

6.C.2. Financial Report

6.D. Upcoming Events - See Attachment

7. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE GENERAL BUSINESS ITEMS

Board voted to approve items 7b-7e by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Absent

Yea: 2, Nay: 0, Absent: 1

7.A. New or modified board policies to comply with new and/or amended laws. See attachments.

7.B. Cornerstone Educational Services

7.C. Out of District Student Transfers

7.D. Oklahoma Public School Investment Interlocal Nominations

7.E. 2021-2022 Crutchcho Board of Education Meeting Schedule

8. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE CONSENT DOCKET

Board approved items 8a-8c by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Absent

Yea: 2, Nay: 0, Absent: 1

8.A. Minutes - October

8.B. Encumbrances and Purchases FY 2021-2022

8.B.1. General Fund (11) P.O. #'s 91-95

8.B.2. Bond Fund (31) P.O. #'s NONE

8.B.3. Building Fund (21) P.O. #'s NONE

8.B.4. Child Nutrition (22) P.O. #'s NONE

8.B.5. Gift Fund (81) P.O. #'s 10

8.B.6. Purchase Order Increases General Fund (11) and Bond Fund (39) and Child-N Fund (22)

8.C. Activity Fund Revenue and Expenditure Report

9. MOTION TO ENTER EXECUTIVE SESSION 25 OS 307 (B)(1), TO DISCUSS ITEMS UNDER PERSONNEL

Board approved by Antonia Jennings second by Erika James was approve

Erika James: Yea
Antonia Jennings: Yea
Paul Keeler: Absent
Yea: 2, Nay: 0, Absent: 1

9.A. Approve or disapprove the appointment of Melvin Perry as Crutch's representative to the City of Midwest City Local Development Act Review Committee.

Board approved the items under 9 by Antonia Jennings second by Erika James was approve
Erika James: Yea
Antonia Jennings: Yea
Paul Keeler: Absent
Yea: 2, Nay: 0, Absent: 1

9.B. Katherine Oyerinde, Resignation

9.C. Cynthia Gillion, Retirement

10. ACKNOWLEDGEMENT RETURN TO OPEN SESSION

11. MOTION , DISCUSSION AND VOTE TO APPROVE OR DISAPPROVE THE PERSONNEL

Approved by Antonia Jennings second by Erika James was approve

Erika James: Yea
Antonia Jennings: Yea
Paul Keeler: Absent
Yea: 2, Nay: 0, Absent: 1

12. NEW BUSINESS

13. ADJOURNMENT

Motion to adjourn at 2:05 by Antonia Jennings second by Erika James was approve

Erika James: Yea
Antonia Jennings: Yea
Paul Keeler: Absent
Yea: 2, Nay: 0, Absent: 1

2:06 PM

Antonia Jennings, President

Paul Keeler, Vice President

Erika James, Clerk

7.B. Encumbrances and Purchases FY 2021-2022

7.B.1. General Fund (11) P.O. #'s 96-97

Crutchcho Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: GENERAL FUND (FOR OPERATION), Date Range: 11/5/2021 - 12/10/2021

PO No	Date	Vendor No	Vendor	Description	Amount
96	11/09/2021	51911	HOME DEPOT	BLANKET	5,000.00
97	11/16/2021	53760	SCHOOL HEALTH	AED PURCHASE	3,028.99
Non-Payroll Total:					<u>\$8,028.99</u>
Payroll Total:					<u>\$0.00</u>
Report Total:					<u><u>\$8,028.99</u></u>

7.B.2. Bond Fund (31) P.O. #'s 53-54

Crutchcho Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: Building Bond Fund(s) FY 2022, Date Range: 11/5/2021 - 12/10/2021

PO No	Date	Vendor No	Vendor	Description	Amount
53	11/09/2021	51911	HOME DEPOT	BLANKET	1,000.00
54	12/07/2021	53680	GREG DARNELL FORD	TRANSIT REPAIR	2,988.99
Non-Payroll Total:					\$3,988.99
Payroll Total:					\$0.00
Report Total:					\$3,988.99

7.B.3. Building Fund (21) P.O. #'s 23

Crutchcho Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: BUILDING FUND, Date Range: 11/5/2021 - 12/10/2021

PO No	Date	Vendor No	Vendor	Description	Amount
23	11/09/2021	51911	HOME DEPOT	BLANKET	1,000.00
Non-Payroll Total:					\$1,000.00
Payroll Total:					\$0.00
Report Total:					\$1,000.00

7.B.4. Child Nutrition (22) P.O. #'s 15

Crutchcho Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: CHILD NUTRITION PROGRAMS FUND, Date Range: 11/5/2021 - 12/10/2021

PO No	Date	Vendor No	Vendor	Description	Amount
15	11/09/2021	51911	HOME DEPOT	BLANKET	500.00
Non-Payroll Total:					\$500.00
Payroll Total:					\$0.00
Report Total:					\$500.00

7.B.5. Gift Fund (81) P.O. #'s NONE

Crutchcho Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: GIFT FUND, Date Range: 11/5/2021 - 12/10/2021

PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:					\$0.00
Payroll Total:					\$0.00
Report Total:					

7.B.6. Purchase Order Increases General Fund (11) and Bond Fund (39) and Child-N Fund (22)

7.C. Activity Fund Revenue and Expenditure Report

8. MOTION TO ENTER EXECUTIVE SESSION 25 OS 307 (B)(1), TO DISCUSS ITEMS UNDER PERSONNEL

9. ACKNOWLEDGEMENT RETURN TO OPEN SESSION

10. MOTION , DISCUSSION AND VOTE TO APPROVE OR DISAPPROVE THE PERSONNEL

11. NEW BUSINESS

12. ADJOURNMENT

Motion to adjourn at 2:14 pm by Antonia Jennings second by Erika James was approve

Erika James: Yea

Antonia Jennings: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

2:14 PM

Antonia Jennings, President

Paul Keeler, Vice President

Erika James, Clerk