



SECTION V: EMPLOYEES

POLICY 5000

ADMINISTRATOR LEAVE

Sick Leave

Sick leave will be provided to administrators at the rate of one (1) day for each month worked. An administrator may accumulate up to 120 days of sick leave. The cumulative sick leave allowances for permanent part time administrators shall be proportioned to the amount of time worked.

An administrator may use sick leave for personal accidental injury, illness, pregnancy, or accidental injury, or illness in the immediate family. Immediate family is defined as spouse, parent, sibling, child (this includes foster child), grandparent, or grandchild, and corresponding in-laws and corresponding step relatives.

Any misuse or use of sick leave for other purposes may result in disciplinary action or termination. The district reserves the right to require acceptable evidence of sickness or injury before allowing sick leave benefits, particularly at the following times:

- Administrator is absent for three (3) or more consecutive days
- Days immediately preceding or following holidays or non-work days other than weekends

If an administrator fails to provide the requested documentation for their illness/injury, resulting in absences in excess of their annual sick leave accrual, this could be considered excessive absenteeism and a misuse of sick leave.

Sick leave may be used for routine dental or medical appointments. It is the responsibility of the administrator to enter the absence in Frontline.

When an administrator has exhausted all accumulated sick leave, the administrator may request sick leave donations under the School District's Sick Leave Donation Policy.

A newly hired administrator shall be credited a maximum of sixty (60) days for sick leave earned in another Oklahoma public school district provided:

1. The administrator was employed by an Oklahoma public school district the preceding school year; and
2. The number of days to be transferred into the School District has been certified in writing by the sending school district.

Maternity Leave

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee's child. If your child is born during the summer months or a



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holiday break (or your leave overlaps with a school break), the law requires that these non-contract days be included within the six weeks available to you. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. You must use this maternity leave before any other paid leave. A school district employee taking maternity leave pursuant to the new law shall not be deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, maternity leave provided must be used prior to any shared sick leave available under the district's program.

Parental Leave

The district will provide full-time employees who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to one (1) week of paid leave immediately following the birth of the employee's child and to care for such child, or immediately following the adoption or foster care placement of a child, for a maximum of one (1) time per contract year. If your child is born or the adoption or foster care placement occurs during the summer months or a holiday break (or your leave overlaps with a school break), these non-contract days will be included within the week available to you. Parental leave is not in addition to the six (6) weeks of paid maternity leave.

Personal Business Leave

The district shall provide for all administrators three (3) days of unrestricted personal business leave per school year. Administrators hired within a school year, may receive a prorated amount according to hire date.



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Requests for personal leave shall be made in advance of time needed, when possible. Personal leave may not be used before or after a holiday, except with prior supervisor approval.

Administrators will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the certified substitute rate for each unused personal business leave day.

An additional three (3) days of personal business leave with full pay can be utilized each year for military family leave. Formal documentation of the occasion (graduation, deployment, return to stateside, etc.) must be provided to human resources at least five (5) business days in advance of the absence. Proof of attendance shall be given to the site principal or supervisor upon return. This leave may be utilized for immediate family members. For this purpose, immediate family member is defined to be husband, wife, son, daughter, mother, father, brother, sister, foster children, grandparent, grandchild, and corresponding in-laws and/or step-relatives.

Bereavement Leave

All administrators will be granted bereavement leave as follows:

- | | |
|------------------------|--|
| Five (5) days: | In the event of the death of a spouse, child, parent, or corresponding in-laws or corresponding step relatives. |
| | In the event of the death of a spouse or child, an employee may use an additional five (5) days of sick leave, if available, without the requirement of medical paperwork. |
| Three (3) days: | In the event of the death of a sister, brother, grandparent, grandchild, or corresponding in-laws or corresponding step relatives. |
| One (1) day: | In the event of the death of an aunt, uncle, niece, nephew, or corresponding in-laws or corresponding step relatives. |

Bereavement leave may be taken any time within thirty (30) days of the death of the relative. Days do not have to be taken in consecutive order.

The District reserves the right to require proof of the death before allowing bereavement leave.

Jury/Legal Leave

Jury duty should be submitted through Frontline with a copy of the jury summons attached. Legal leave may also be requested for legal proceedings affecting employment, the school, or the district. Personal legal proceedings do not fall under jury/legal leave and employees own personal or vacation leave may be utilized.



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Vacation Leave

Administrators in full-time, twelve (12)-month assignments shall be allowed vacation time annually according to the following schedule:

Less than 10 years of service: 20 days
10 or more years of service: 25 days

Vacation time shall accrue at the following rate based on qualifying years of service:

Less than 10 years: 1.67 days per month
10 or more years: 2.08 days per month

To be eligible for the career vacation schedule of 10 or more years of service, an administrator must have completed 10 or more years of service with Broken Arrow Public Schools or any other educational entity.

Vacation must be requested three (3) days in advance of the time needed and requires supervisor approval. In extenuating circumstances, the supervisor may approve vacation without prior notice, if it does not interfere with the operations of the district.

Administrators may accrue a maximum of 240 hours (30 days). No further vacation time will be earned until vacation time has been used to reduce the number of accrued hours below 240.

Administrators on unpaid leave do not accrue vacation benefits.

Unless otherwise provided by an administrator's contract, upon termination of employment, each administrator shall be entitled to be paid for all accrued unused vacation days at their daily rate for the current school year.

Vacation will accrue from the first month of employment. Vacation will begin to accrue on the last Monday of the month following start date.

To facilitate a smooth transition in staffing, vacation time shall not be taken during the notice period prior to voluntary employment termination, unless an emergency situation is documented. Such exceptions require approval by the Human Resources department.

In the event assignment to a full-time, 12-month position is made after the start of the fiscal year (July 1), or initial employment occurred after the start of the fiscal year (July 1), vacation will be pro-rated for that year.

Epidemics/Pandemics

District teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order. Teachers and Administrators are not required to use leave for time lost in these circumstances if the campus is closed and no work is assigned. This provision



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does not prevent the District from requiring teachers and administrators to telework from home or another site when the school campus is closed due to an epidemic. Teachers and administrators who have been directed to telework who are unable to work from home or another site due to illness or another reason should utilize their accrued leave to cover their absence.

Employee Association Leave

An administrator may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The administrator requesting employee association leave must provide the district superintendent, or their designed, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the administrator on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.

During the employee association leave period, the administrator's position with the district will be maintained without advancement on the salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the administrator on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the administrator may return to their former position or a comparable position.

During the leave of absence, the administrator granted leave will be prohibited from accessing district office space.

Reference: 70 OKLA. STAT. §6-101, 70 OKLA. §6-104, 70 OKLA. STAT. §6-104.1, 70 OKLA. STAT. §6-104.5, 70 OKLA. STAT. §6-105, Atty. Gen. Op. No. 76-161.

Source: *Broken Arrow Board of Education policy adoption, July 13, 2009.*
Broken Arrow Board of Education policy revised, July 10, 2017.
Broken Arrow Board of Education policy revised, June 25, 2018.
Broken Arrow Board of Education policy revised, August 10, 2020.
Broken Arrow Board of Education policy revised, October 11, 2021.
Broken Arrow Board of Education policy revised, November 7, 2022.
Broken Arrow Board of Education policy revised, November 6, 2023.



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POLICY 5015

CERTIFIED EMPLOYEE LEAVE

Sick Leave

The board of education grants sick leave with full pay to all full-time, certified employees for the purpose of providing a degree of individual and family security during times of illness or injury.

Certified personnel on ten-month contracts will receive ten (10) days sick leave. Certified personnel on eleven-month contracts will receive eleven (11) days sick leave and certified personnel on twelve-month contracts will receive twelve (12) days sick leave. Sick leave will be vested at the beginning of each school year, cumulative to one hundred twenty (120) working days.

Sick leave is interpreted as the time when personal illness, accidental injury, pregnancy, or personal illness in the immediate family keeps an employee from being present to conduct his/her regular daily work. Immediate family is defined as parent, sibling, spouse, child, grandparent, or grandchild and corresponding in-laws and corresponding step relatives.

Teachers are encouraged to schedule doctor appointments outside of the school day; however, when not possible, sick leave may be used for dental, physical and eye examinations for employee and dependents in the immediate family. It is the responsibility of the teacher to enter the absence in Frontline.

Any misuse or use of sick leave for other purposes may result in disciplinary action or termination. The district reserves the right to require acceptable evidence of sickness or injury, particularly at the following times:

- Employee is absent for three (3) or more consecutive days
- Days of unusual or inclement weather
- Days immediately preceding or following holidays or non-work days other than weekends
- During the last four (4) weeks of employment.

If an employee fails to provide the requested documentation for their illness/injury, resulting in absences in excess of their annual sick leave accrual, this could be considered excessive absenteeism and a misuse of sick leave.

When sick leave is exhausted, the teacher shall receive full contract pay for an additional twenty (20) days less either:

- the amount actually paid his/her substitute teacher, if a certified substitute teacher is hired; or
- the amount normally paid for a certified substitute teacher, if a certified substitute teacher is not hired.

Leave Without Pay

If a teacher's absence exceeds the number of leave days accumulated, each day will be deducted at the teacher's daily rate of pay. Requests for leave from regularly assigned duties for the purpose of personal vacation shall be discouraged. If leave exceeds personal days available, the remainder of



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leave will be deducted at the teacher's daily rate of pay. Prior approval should be obtained from the principal and the Human Resources department.

Maternity Leave

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee's child. If your child is born during the summer months or a holiday break (or your leave overlaps with a school break), the law requires that these non-contract days be included within the six weeks available to you. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. You must use this maternity leave before any other paid leave. A school district employee taking maternity leave pursuant to the new law shall not be deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, maternity leave provided must be used prior to any shared sick leave available under the district's program.

Parental Leave

The district will provide full-time employees who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to one (1) week of paid leave immediately following the birth of the employee's child and to care for such child, or immediately following the adoption or foster care placement of a child, for a maximum of one (1) time per contract year. If your child is born or the adoption or foster care placement occurs during the summer months or a holiday break (or your leave overlaps with a school break), these non-contract days will be included within the week available to you. Parental leave is not in addition to the six (6) weeks of paid maternity leave.



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Personal Business Leave

The district shall provide for certified personnel three (3) personal business leave days per school year. If a certified employee needs more than three (3) personal days, they may use up to two (2) additional personal sub-deduct leave days.

For continuity of instruction, teachers are encouraged to avoid using personal business leave days:

- During the first or last five (5) instructional days of school
- Before or after school breaks and holidays
- During state, district, and/or school-wide assessment events
- Scheduled professional development days

Requests for personal leave shall be made three days in advance of time needed, if possible. It will be the teacher's responsibility to log their absence in Frontline.

Teachers will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the certified substitute rate for each unused personal business leave day. This does not apply to the two (2) additional unused personal sub-deduct leave days.

An additional three (3) days of personal business leave with full pay can be utilized each year for military family leave. Formal documentation of the occasion (graduation, deployment, return to stateside, etc.) must be provided to Human Resources at least five (5) business days in advance of the absence. Proof of attendance shall be given to the site principal upon return. This leave may be utilized for immediate family members. Immediate family is defined as parent, sibling, spouse, child, grandparent, or grandchild, and corresponding in-laws and/or step-relatives.

Bereavement Leave

All certified employees will be granted bereavement leave as follows:

Five (5) days: In the event of the death of a spouse, child, parent, or corresponding in-laws or corresponding step relatives.

In the event of the death of a spouse or child, an employee may use an additional five (5) days of sick leave, if available, without the requirement of medical paperwork.

Three (3) days: In the event of the death of a sister, brother, grandparent, grandchild, or corresponding in-laws or corresponding step relatives.

One (1) day: In the event of the death of an aunt, uncle, niece, nephew, or corresponding in-laws or corresponding step relatives.

Bereavement leave may be taken any time within thirty (30) days of the death of the relative.



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| Days do not have to be taken in consecutive order.



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The District reserves the right to require proof of the death before allowing bereavement leave.

Emergency Leave

Certified personnel will be allowed two (2) days emergency leave per school year. Emergency leave is interpreted as a sudden, generally unexpected occurrence or unavoidable set of circumstances demanding immediate action which takes the employee from his/her duties. Eligible circumstances may include but are not restricted to car trouble, accident, and household related catastrophic incidents, such as fire, broken water pipe, and storm damage. Emergency leave is non-cumulative.

Jury/Legal Leave

Jury duty should be submitted through Frontline with a copy of the jury summons attached. Legal leave may also be requested for legal proceedings affecting employment, the school, or the district. Personal legal proceedings do not fall under jury/legal leave and employees own personal leave may be utilized.

School Activity

If the principal and the teacher agree that a school sponsored event requires that a teacher be away from his/her regularly assigned duties either as an individual or with students, a substitute may be provided. Prior approval is required. Teacher should submit the request through Frontline.

Military Leave

It is the policy of the district to provide leave for teachers who are a component of the armed forces in the United States including the members of the National Guard, when that teacher is ordered by proper authorities to active duty or service. Military leave shall be without loss of status, efficiency rating, pay or benefits during the first thirty (30) working days of such leave. The district will also comply with all other rights guaranteed under state and federal law.

Education Association Leave

A certified employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The certified employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.



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During the employee association leave period, the employee's position with the district will be maintained without advancement on the minimum salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the employee may return to their former position or a comparable position.

During the leave of absence, the employee granted leave will be prohibited from accessing district office space.

Professional Leave

Teachers may be granted leave each academic year for the purpose of:

- Attending an instructionally-related professional meeting in which the teacher holds an office
- Attending an instructionally-related professional meeting during which the teacher is scheduled to present a topic or conduct a workshop when said instructionally-related meeting has been previously approved by the Instructional Services Division.

Leave will be limited to five (5) days per teacher per academic year. The teacher shall receive full pay if requested to present a topic or conduct a workshop by instructional services or the Superintendent.

Teacher shall submit a request through the building principal ten (10) working days in advance of the intended date the leave is to commence. Approval from the instructional division shall be attached to the leave request form.

Epidemics/Pandemics

District teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order. Teachers and Administrators are not required to use leave for time lost in these circumstances if the campus is closed and no work is assigned.

This provision does not prevent the District from requiring teachers and administrators to telework from home or another site when the school campus is closed due to an epidemic. Teachers or administrators who have been directed to telework who are unable to work from home or another site due to illness or another reason should utilize their accrued leave to cover their absence.

Source: *Broken Arrow Board of Education policy adoption, November 7, 2022.*
Broken Arrow Board of Education policy revised, November 6, 2023.



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POLICY 5155

EXEMPT NON-ADMINISTRATIVE LEAVE AND WORK SCHEDULE

Sick Leave

Sick leave will be provided to exempt employees at the rate of one (1) day of sick leave per month of employment, depending on the length of their contract. For example, an exempt employee on a ten- month contract will accrue one (1) day of sick leave per month, for a total of ten (10) days sick leave for the fiscal year.

Sick leave is interpreted as the time when personal illness, accidental injury, pregnancy or personal illness in the immediate family keeps an employee from being present to conduct his/her regular daily work. Immediate family is defined as spouse, parent, sibling, child (this includes foster child), grandparent, or grandchild and corresponding in-laws and corresponding step relatives.

Any misuse or use of sick leave for other purposes may result in disciplinary action or termination. The district reserves the right to require acceptable evidence of sickness or injury before allowing sick leave benefits, particularly at the following times:

- Employee is absent for three (3) or more consecutive days, .
- Days immediately preceding or following holidays or non-work days other than weekends.

If an employee fails to provide the requested documentation for their illness/injury, resulting in absences in excess of their annual sick leave accrual, this could be considered excessive absenteeism and a misuse of sick leave.

Sick leave may also be used for dental, physical and eye examinations for employee and dependents in the immediate family. It is the responsibility of the employee to enter the absence in Frontline.

When the employee severs connection with the district for any reason, all his/her accumulated sick leave is cancelled. In the event of reemployment in the district within six (6) months, accumulated sick leave will be reinstated. If he/she is employed by another school district, his/her accumulated sick leave may be transferred to the receiving district up to sixty (60) days. Accumulated sick leave can be transferred into our district from another school district up to sixty (60) days.

Maternity Leave

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee's child. If your



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child is born during the summer months or a holiday break (or your leave overlaps with a school break), the law requires that these non-contract days be included within the six weeks available to you. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. You must use this maternity leave before any other paid leave. A school district employee taking maternity leave pursuant to the new law shall not be deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, maternity leave provided must be used prior to any shared sick leave available under the district's program.

Parental Leave

The district will provide full-time employees who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to one (1) week of paid leave immediately following the birth of the employee's child and to care for such child, or immediately following the adoption or foster care placement of a child, for a maximum of one (1) time per contract year. If your child is born or the adoption or foster care placement occurs during the summer months or a holiday break (or your leave overlaps with a school break), these non-contract days will be included within the week available to you. Parental leave is not in addition to the six (6) weeks of paid maternity leave.

Personal Business Leave

The district shall provide for all exempt employees three (3) days of unrestricted personal business leave per school year. If hired within a school year, this amount will be prorated according to hire date.

Requests for personal leave shall be made in advance of time needed, if possible. Personal leave may not be used before or after a holiday, except with prior supervisor approval.

Exempt employees will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the certified substitute rate for each unused personal business leave day.



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Bereavement Leave

All support employees will be granted bereavement leave as follows:

Five (5) days: In the event of the death of a spouse, child, parent, or corresponding in-laws or corresponding step relatives.

In the event of the death of a spouse or child, an employee may use an additional five (5) days of sick leave, if available, without the requirement of medical paperwork.

Three (3) days: In the event of the death of a sister, brother, grandparent, grandchild, or corresponding in-laws or corresponding step relatives.

One (1) day: In the event of the death of an aunt, uncle, niece, nephew, or corresponding in-laws or corresponding step relatives.

Bereavement leave may be taken any time within thirty (30) days of the death of the relative. Days do not have to be taken in consecutive order.

The District reserves the right to require proof of the death before allowing bereavement leave.

Jury/Legal Leave

Jury duty should be submitted through Frontline with a copy of the jury summons attached. Legal leave may also be requested for legal proceedings affecting employment, the school, or the district. Personal legal proceedings do not fall under jury/legal leave and employees own personal or vacation leave may be utilized.

Vacation Leave

Full-time employees who are contracted and working twelve (12) calendar months, are entitled to vacation. Vacation must be requested three (3) days in advance of the time needed and requires supervisor approval. In extenuating circumstances, the supervisor may approve vacation without prior notice, if it does not interfere with the operations of the district. Employees who work less than full-time assignments are not eligible to receive vacation benefits.

Employees may accrue a maximum of 240 hours (30 days). No further vacation time will be earned until the employee has used vacation time to reduce the number of accrued hours below 240 (30 days).

Employees on unpaid leave do not accrue vacation benefits.



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Unless otherwise provided by an employee's contract, upon termination of employment, each employee shall be entitled to be paid for all accrued unused vacation days at the employee's daily rate for the current school year.

Vacation will accrue from the first month of employment. Vacation will begin to accrue on the last Monday of the month following start date.

To facilitate a smooth transition in staffing, vacation time shall not be taken during the notice period prior to voluntary employment termination, unless an emergency situation is documented. Such exceptions require approval by the Human Resources department.

Employees in full-time assignments shall be allowed vacation time annually according to the following schedule:

Years of Service	Vacation Accrual Rate (Days Earned per Month)	Maximum Vacation Days Earned per Year
0 through less than 1 year	.50	6
1 through less than 5 years	1.00	12
5 through less than 10 years	1.25	15
10 through less than 15 years	1.50	18
15 through less than 20 years	1.75	21
20 years and over	2.00	24

If an employee transfers to a twelve (12) month position and is eligible for vacation, previous years of service will be awarded for those years an employee worked in a nine (9) month position with a minimum of thirty (30) hours per week.

Epidemics/Pandemics

Exempt non-administrative employees shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order. Exempt non-administrative employees are not required to use leave for time lost in these circumstances if the campus is closed and no work is assigned.

This provision does not prevent the District from requiring exempt non-administrative employees to telework from home or another site when the school campus is closed due to an epidemic. Exempt non-administrative employees who have been directed to telework who are unable to work from home or another site due to illness or another reason should utilize their accrued leave to cover their absence.



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Employee Association Leave

An exempt non-administrative employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The non-administrative employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of the election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.

During the employee association leave period, the non-administrative employee's position with the district will be maintained without advancement on the salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the non-administrative employee may return to their former position or a comparable position.

During the leave of absence, the non-administrative employee granted leave will be prohibited from accessing district office space.

Meal Breaks

Meal breaks for exempt employees are intended to be a minimum of thirty (30) minutes in length.

Source: *Broken Arrow Board of Education policy adoption, June 25, 2018.*

Broken Arrow Board of Education policy revised, November 7, 2022.

Broken Arrow Board of Education policy revised, November 6, 2023.



Sick Leave

Sick leave will be provided to support employees at the rate of one (1) day of sick leave per month of employment, depending on the length of their contract. For example, a support employee on a ten-month contract will accrue one (1) day of sick leave per month, for a total of ten (10) days sick leave for the fiscal year. Pay for sick leave for support personnel is limited to the number of hours per day for which the employee is regularly employed. For example, a bus driver who works four (4) hours per day will be paid for a maximum of four (4) hours of sick leave per day and that four (4) hours will constitute one day of sick leave for that employee.

Sick leave is interpreted as the time when personal illness, accidental injury, pregnancy or personal illness in the immediate family keeps an employee from being present to conduct his/her regular daily work. Immediate family is defined as spouse, parent, sibling, child (this includes foster child), grandparent, or grandchild and corresponding in-laws and corresponding step relatives.

Any misuse or use of sick leave for other purposes may result in disciplinary action or termination. The district reserves the right to require acceptable evidence of sickness or injury before allowing sick leave benefits, particularly at the following times.

- Employee is absent for three (3) or more consecutive days
- Days immediately preceding or following holidays, or non-work days other than weekends.

If an employee fails to provide the requested documentation for their illness/injury, resulting in absences in excess of their annual sick leave accrual, this could be considered excessive absenteeism and a misuse of sick leave.

Sick leave may also be used for dental, physical and eye examinations for employee and dependents in the immediate family. It is the responsibility of the employee to enter the absence in Frontline.

Support employees may use no more than 120 sick days annually, (including that received from the sick leave sharing bank), as excess sick days are banked for retirement purposes only.

When the employee severs connection with the district for any reason, all his/her accumulated sick leave is cancelled. In the event of reemployment in the district within six (6) months, accumulated sick leave will be reinstated. If he/she is employed by another school district, his/her accumulated sick leave may be transferred to the receiving district up to sixty (60) days. Accumulated sick leave can be transferred into our district from another school district up to sixty (60) days.

Maternity Leave

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee’s child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee’s child. If your child is born during the summer months or a holiday break (or your leave overlaps with a school break), the law requires that these non-contract days be included within the six weeks available to you. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. You must use this maternity leave before any other paid leave. A school district employee taking maternity leave pursuant to the new law shall not be



SECTION V: EMPLOYEES

POLICY 5345

SUPPORT PERSONNEL LEAVE AND WORK SCHEDULE

deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, maternity leave provided must be used prior to any shared sick leave available under the district's program.

Parental Leave

The district will provide full-time employees who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to one (1) week of paid leave immediately following the birth of the employee's child and to care for such child, or immediately following the adoption or foster care placement of a child, for a maximum of one (1) time per contract year. If your child is born or the adoption or foster care placement occurs during the summer months or a holiday break (or your leave overlaps with a school break), these non-contract days will be included within the week available to you. Parental leave is not in addition to the six (6) weeks of paid maternity leave.

Epidemics/Pandemics

~~Support employees who are full-time employees of the District, as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, and who are also employed a minimum of one hundred seventy two (172) days, shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.~~



Employee Association Leave

~~A support employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The support employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.~~

~~The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.~~

~~During the employee association leave period, the support employee's position with the district will be maintained without advancement on the salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the support employee may return to their former position or a comparable position.~~

~~During the leave of absence, the support employee granted leave will be prohibited from accessing district office space.~~

Personal Business Leave

The district shall provide for all support personnel three (3) days of unrestricted personal business leave per school year. If hired within a school year, this amount will be prorated according to hire date.

Personal days may be taken only after ninety (90) calendar days of employment with the district, except in extenuating circumstances with prior supervisor approval. Requests for personal leave shall be made in advance of time needed, when possible. Personal leave may not be used before or after a holiday, except with prior supervisor approval.

Support employees will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the non-certified substitute rate for each unused personal business leave day.

An additional three (3) days of personal business leave with full pay can be utilized each year for military family leave. Formal documentation of the occasion (graduation, deployment, return to stateside, etc.) must be provided to human resources at least five (5) business days in advance of the absence. Proof of attendance shall be given to the site principal or supervisor upon return. This leave may be utilized for immediate family members. For this purpose, immediate family member is defined to be husband, wife, son, daughter, mother, father, brother, sister, foster children, grandparent, grandchild, and corresponding in-laws and/or step- relatives.



Bereavement Leave

All support employees will be granted bereavement leave as follows:

- Five (5) days: In the event of the death of a spouse, child, parent, or corresponding in-laws or corresponding step relatives.
In the event of the death of a spouse or child, an employee may use an additional five (5) days of sick leave, if available, without the requirement of medical paperwork.
- Three (3) days: In the event of the death of a sister, brother, grandparent, grandchild, or corresponding in-laws or corresponding step relatives.
- One (1) day: In the event of the death of an aunt, uncle, niece, nephew, or corresponding in-laws or corresponding step relatives.

Bereavement leave may be taken any time within thirty (30) days of the death of the relative. Days do not have to be taken in consecutive order.

The District reserves the right to require proof of the death before allowing bereavement leave.

Jury/Legal Leave

Jury duty should be submitted through Frontline with a copy of the jury summons attached. Legal leave may also be requested for legal proceedings affecting employment, the school, or the district. Personal legal proceedings do not fall under jury/legal leave and employees own personal or vacation leave may be utilized.

Military Leave

It is the policy of the district to provide leave for support employees who are a component of the armed forces in the United States including members of the National Guard, when that support employee is ordered by proper authorities to active duty or service. Military leave shall be without loss of status, pay, or benefits during the first thirty (30) calendar days or the first thirty (30) regularly scheduled work days for support employees, or not to exceed two hundred forty (240) hours, of such leave of absence in any federal fiscal year. The district will also comply with all other rights guaranteed under state and federal law.

Vacation Leave

Full-time employees who are contracted and working twelve (12) calendar months, are entitled to vacation. Vacation must be requested three (3) days in advance of the time needed and requires supervisor approval. In extenuating circumstances, the supervisor may approve vacation without prior notice, if it does not interfere with the operations of the district. Employees who work less than full-time assignments are not eligible to receive vacation benefits.

Employees may accrue a maximum of 240 hours (30 days). No further vacation time will be earned until the employee has used vacation time to reduce the number of accrued hours below 240 (30 days).

Employees on unpaid leave do not accrue vacation benefits.



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POLICY 5345

SUPPORT PERSONNEL LEAVE AND WORK SCHEDULE

Unless otherwise provided by an employee’s contract, upon termination of employment, each employee shall be entitled to be paid for all accrued unused vacation days at the employee's daily rate for the current school year.

Vacation will accrue from the first month of employment. Vacation will begin to accrue on the last Monday of the month following start date.

To facilitate a smooth transition in staffing, vacation time shall not be taken during the notice period prior to voluntary employment termination, unless an emergency situation is documented. Such exceptions require approval by the Human Resources department. Employees in full-time assignments shall be allowed vacation time annually according to the following schedule:

Years of Service	Vacation Accrual Rate (Days Earned per Month)	Maximum Vacation Days Earned per Year
0 through less than 1 year	.50	6
1 through less than 5 years	1.00	12
5 through less than 10 years	1.25	15
10 through less than 15 years	1.50	18
15 through less than 20 years	1.75	21
20 years and over	2.00	24

If an employee transfers to a twelve (12) month position and is eligible for vacation, previous years of service will be awarded for those years an employee worked in a nine (9) month position with a minimum of thirty (30) hours per week.

Epidemics/Pandemics

Support employees who are full-time employees of the District, as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, and who are also employed a minimum of one hundred seventy-two (172) days, shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.

Employee Association Leave

A support employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The support employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.



During the employee association leave period, the support employee’s position with the district will be maintained without advancement on the salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher’s Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the support employee may return to their former position or a comparable position.

During the leave of absence, the support employee granted leave will be prohibited from accessing district office space.

Meal Breaks

Meal breaks for non-exempt staff are intended to be a minimum of 30 minutes in length. It is required that the employee be relieved from duty and take the meal break away from their immediate work area. Should exceptions occur in which the employee must return to duty prior to completion of the meal break, or should the employee be unable to be relieved from duty, said employee will immediately notify the supervisor and obtain approval for the exception.

- Source:
- Broken Arrow Board of Education policy adoption, July 10, 2017.*
 - Broken Arrow Board of Education policy revised, December 11, 2017.*
 - Broken Arrow Board of Education policy revised, June 25, 2018.*
 - Broken Arrow Board of Education policy revised, November 12, 2018.*
 - Broken Arrow Board of Education policy revised, November 4, 2019.*
 - Broken Arrow Board of Education policy revised, August 9, 2021.*
 - Broken Arrow Board of Education policy revised, October 11, 2021.*
 - Broken Arrow Board of Education policy revised, November 7, 2022.*
 - Broken Arrow Board of Education policy revised, November 6, 2023.*



SECTION V: EMPLOYEES

POLICY 5380

USE OF ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES BY EMPLOYEES

Student and employee safety is of paramount concern to the Board of Education. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves, to students, and to other employees. The Board of Education hereby commits itself to a continuing good faith effort to maintain an alcohol, drug and illegal chemical substance free workplace.

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

Each employee of this school district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy, and will notify the superintendent of any criminal drug statute conviction (including a plea of nolo contendere) for a violation occurring in or on the premises of this school district, or while engaged in regular employment. Such notification must be made by the employee to the superintendent no later than five days after conviction. The superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency within ten (10) days after the superintendent receives such notification.

~~Thirty (30) days f~~Following receipt of the above notification, the district will take appropriate disciplinary action which may include dismissal or non-renewal of employment, or require the employee to participate satisfactorily (as defined by the health care professional in charge of the employee's rehabilitation) in a drug abuse assistance or rehabilitation program.

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

This policy shall be communicated in writing to all present and future employees.

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

Source: *Broken Arrow Board of Education policy adoption, August 20, 1990.*
Broken Arrow Board of Education policy revised, November 7, 1994.
Broken Arrow Board of Education policy revised, July 13, 2009.
Broken Arrow Board of Education policy revised, November 6, 2023.



SECTION V: EMPLOYEES

POLICY 5385

SUSPECTED STUDENT ABUSE, NEGLECT, EXPLOITATION, OR TRAFFICKING: REPORTING PROCEDURE (STUDENT WELFARE)

Introduction

Under Oklahoma law, district employees have varying legal obligations to report abuse, neglect and exploitation. In addition, district employees have an obligation to report suspected abuse, neglect, exploitation or trafficking affecting students to principals or other school officials to ensure the student's safety and welfare while at school or participating in school activities. The purpose of this policy is to provide directives and guidelines to assist district employees in fulfilling their legal responsibility.

Definitions

Certain terms used in this policy have the following definitions:

1. "Abuse, neglect or exploitation" shall include, but is not limited to all of the following:
 - a. "Abuse" is defined as:
 - i. harm or threatened harm through action or inaction to a child's health, welfare (including non-accidental physical pain or injury, or mental injury), or safety, sexual abuse, sexual exploitation, or negligent treatment or maltreatment, including but not limited to the failure or omission to provide adequate food, clothing, shelter or medical care or protection from harm or threatened harm, by a person responsible for the child's health or welfare. (10A OKLA. STAT. § 1-1-105);
 - ii. willful or malicious harm or threatened harm or failure to protect from harm or threatened harm to the health, safety, or welfare of a child under eighteen (18) years of age by another, or the act of willfully or maliciously injuring, torturing or maiming a child under eighteen (18) years of age by another. (21 OKLA. STAT. § 843.5); or
 - iii. the intentional infliction of physical pain, injury, or mental anguish or the deprivation of food, clothing, shelter, or medical care to an incapacitated person, partially incapacitated person, or a minor by a guardian or other person responsible for providing these services. (30 OKLA. STAT. § 1-111).
 - b. "Neglect" is defined as any of the following:
 - i. the failure or omission to provide any of the following:
 1. adequate nurturance and affection, food, clothing, shelter, sanitation, hygiene, or appropriate education,
 2. medical, dental, or behavioral health care,
 3. supervision or appropriate caretakers, or
 4. special care made necessary by the physical or mental condition of the child,



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- ii. the failure or omission to protect a child from exposure to any of the following:
 - 1. the use, possession, sale, or manufacture of illegal drugs,
 - 2. illegal activities, or
 - 3. sexual acts or materials that are not age-appropriate;
 - iii. abandonment. (10A OKLA. STAT. § 1-1-105); or
 - iv. the failure to provide protection, adequate shelter or clothing; or the harming or threatening with harm through action or inaction by either another individual or through the person's own action or inaction because of a lack of awareness, incompetence, or incapacity, which has resulted or may result in physical or mental injury. (30 OKLA. STAT. § 1-111).
- c. “Sexual abuse” is defined as behavior that includes but is not limited to rape, incest and lewd or indecent acts or proposals, made to a child, as defined by law, by a person responsible for the health, safety, or welfare of the child. (10A OKLA. STAT. § 1-1-105).
- d. “Sexual exploitation” is defined as behavior that includes but is not limited to allowing, permitting, encouraging, or forcing a child to engage in prostitution, as defined by law, by any person eighteen (18) years of age or older or by a person responsible for the health, safety, or welfare of a child, or allowing, permitting, encouraging or engaging in the lewd, obscene or pornographic photographing, filming or depicting of a child in those acts by a person responsible for the health, safety, and welfare of the child (10A OKLA. STAT. § 1-1-105).
- e. “Contributing to the delinquency of a minor” is defined as behavior that knowingly or willfully causes, aids, abets or encourages a minor to be, to remain, or to become a delinquent child or a runaway child. (21 OKLA. STAT. § 856).
- f. “Incest” is defined as marrying, committing adultery or fornicating with a person within the degrees of consanguinity within which marriages are by the laws of the state declared incestuous and void. (21 OKLA. STAT. § 885).
- g. “Forcible Sodomy” is defined as sodomy committed:
- i. By a person over eighteen (18) years of age upon a person under sixteen (16) years of age;
 - ii. Upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime;



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- iii. With any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the victim or the person committing the crime;
 - iv. By a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision of this state;
 - v. Upon a person who is at least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system;
 - vi. Upon a person who is at the time unconscious of the nature of the act, and this fact should be known to the accused;
 - vii. Upon a person where the person is intoxicated by a narcotic or anesthetic agent administered by or with the privity of the accused as a means of forcing the person to submit; or
 - viii. Upon a person who is at least sixteen (16) years of age but less than eighteen (18) years of age by a person responsible for the child's health, safety or welfare. (21 OKLA. STAT. § 888).
- h. “Maliciously, forcibly or fraudulently taking or enticing a child away” is defined as maliciously, forcibly or fraudulently taking or enticing away any child under the age of sixteen (16) years, with intent to detain or conceal such child from its parent, guardian or other person having the lawful charge of such child or to transport such child from the jurisdiction of this state or the United States without the consent of the person having lawful charge of such child. (21 OKLA. STAT. § 891).
- i. “Soliciting or aiding a minor child to perform or showing, exhibiting, loaning or distributing obscene material or child pornography” is defined as:
- i. Willfully solicits or aids a minor child to perform any of the following actions:
 - 1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;



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2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
 3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child pornography; or
 4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child pornography; or
- ii. Shows, exhibits, loans, or distributes to a minor child any obscene material or child pornography for the purpose of inducing said minor to participate in:
1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;
 2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
 3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child pornography; or
 4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child pornography. (21 OKLA. STAT. § 1021).
- j. “Procuring or causing the participation of any minor child in any child pornography or knowingly possessing, procuring or manufacturing child pornography” is defined as procuring or causing the participation of any minor under the age of eighteen (18) years in any child pornography or who knowingly



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possesses, procures, or manufactures, or causes to be sold or distributed any child pornography. (21 OKLA. STAT. § 1021.2).

- k. “Permitting or consenting the participation of a minor child in any child pornography” is defined as a parent, guardian or individual having custody of a minor under the age of eighteen (18) years who knowingly permits or consents to the participation of a minor in any child pornography. (21 OKLA. STAT. § 1021.3).
- l. “Facilitating, encouraging, offering or soliciting sexual conduct with a minor” is defined as facilitating, encouraging, offering or soliciting sexual conduct with a minor, or other individual the person believes to be a minor, by use of any technology, or engaging in any communication for sexual or prurient interest with any minor, or other individual the person believes to be a minor, by use of any technology. (21 OKLA. STAT. § 1040.13a).
- m. “Offering or offering to secure a minor child for the purposes of prostitution or any other lewd or indecent act” is defined as:
 - i. Offering, or offering to secure, a child under eighteen (18) years of age for the purpose of prostitution, or for any other lewd or indecent act, or procure or offer to procure a child for, or a place for a child as an inmate in, a house of prostitution or other place where prostitution is practiced;
 - ii. Receiving or offering or agreeing to receive any child under eighteen (18) years of age into any house, place, building, other structure, vehicle, trailer, or other conveyance for the purpose of prostitution, lewdness, or assignation, or to permit any person to remain there for such purpose; or
 - iii. Directing, taking, or transporting, or offering or agreeing to take or transport, or aid or assist in transporting, any child under eighteen (18) years of age to any house, place, building, other structure, vehicle, trailer, or other conveyance, or to any other person with knowledge or having reasonable cause to believe that the purpose of such directing, taking, or transporting is prostitution, lewdness, or assignation. (21 OKLA. STAT. § 1087).
- n. “Causing, inducing, persuading or encouraging a minor child to engage or continue to engage in prostitution” is defined as:
 - i. By promise, threats, violence, or by any device or scheme, including but not limited to the use of any prohibited controlled dangerous substance



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- ii. causing, inducing, persuading, or encouraging a child under eighteen (18) years of age to engage or continue to engage in prostitution or to become or remain an inmate of a house of prostitution or other place where prostitution is practiced;
 - iii. Keeping, holding, detaining, restraining, or compelling against his or her will, any child under eighteen (18) years of age to engage in the practice of prostitution or in a house of prostitution or other place where prostitution is practiced or allowed; or
 - iv. Directly or indirectly keeping, holding, detaining, restraining, or compelling or attempting to keep, hold, detain, restrain, or compel a child under eighteen (18) years of age to engage in the practice of prostitution or in a house of prostitution or any place where prostitution is practiced or allowed for the purpose of compelling such child to directly or indirectly pay, liquidate, or cancel any debt, dues, or obligations incurred, or said to have been incurred by such child. (21 OKLA. STAT. § 1088).

- o. “Rape” is defined as sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:
 - i. Where the victim is under sixteen (16) years of age;
 - ii. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
 - iii. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
 - iv. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;
 - v. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;
 - vi. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;



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- vii. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision that exercises authority over the victim;
 - viii. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system; or
 - ix. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (21 OKLA. STAT. § 1111).
- p. “Rape” is defined as an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person. (21 OKLA. STAT. § 1111).
- q. “Rape by instrumentation” is defined as an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person. Provided further that (1) where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a



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county, a municipality or a political subdivision that exercises authority over the victim, or (2) where the victim is nineteen (19) years of age or younger and in the legal custody of a state agency, federal agency or tribal court and engages in conduct prohibited by this section of law with a foster parent or foster parent applicant, consent is not an element. (21 OKLA. STAT. § 1111.1).

- r. “Making any oral, written or electronically or computer-generated lewd or indecent proposals to a minor child under the age of sixteen (16)” is defined as making any oral, written or electronically or computer-generated lewd or indecent proposal to any child under sixteen (16) years of age, or other individual the person believes to be a child under sixteen (16) years of age, for the child to have unlawful sexual relations or sexual intercourse with any person. (21 OKLA. STAT. § 1123).
 - s. “Exploitation” is defined as an unjust or improper use of the resources of an incapacitated person, a partially incapacitated person, or a minor for the profit or advantage, pecuniary or otherwise, of a person other than an incapacitated person, a partially incapacitated person, or a minor through the use of undue influence, coercion, harassment, duress, deception, false representation or false pretenses (30 OKLA. STAT. § 1-111).
 - t. “Child Trafficking” as defined below.
2. “Child Trafficking” includes, but is not limited to behavior that consists of the acceptance, solicitation, offer, payment or transfer of any compensation, in money, property or other thing of value, at any time, by any person in connection with the acquisition or transfer of the legal or physical custody or adoption of a minor child, except as ordered by the court or except as otherwise provided by Section 7505-3.2 of Title 10 of the Oklahoma Statutes. (21 Okla. Stat. § 866).
 3. A “person responsible for a child's health, safety or welfare” includes a parent, a legal guardian, a custodian, a foster parent, a person 18 years of age or older with whom the child's parent cohabitates or any other adult residing in the home of the child, an agent or employee of a public or private residential home, institution or facility, or an owner, operator or employee of a child care facility as defined by OKLA. STAT. tit. 10 § 402.
 4. “Parent” refers to parents, guardians or others who have legal responsibilities for specific children.



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SUSPECTED STUDENT ABUSE, NEGLECT, EXPLOITATION, OR TRAFFICKING: REPORTING PROCEDURE (STUDENT WELFARE)

Reporting Suspected Abuse, Neglect Exploitation or Trafficking

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

- (1) Oklahoma Department of Human Services (“DHS”) through the hotline designated for this purpose (1-800-522-3511), AND
- (2) local law enforcement.

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

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

- (1) Oklahoma Bureau of Narcotics and Dangerous Drugs Control (“OBNDCC”) at 1-800-522-8031,
- (2) DHS through the hotline designated for this purpose (1-800-522-3511), AND
- (3) local law enforcement.

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

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



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SUSPECTED STUDENT ABUSE, NEGLECT, EXPLOITATION, OR TRAFFICKING: REPORTING PROCEDURE (STUDENT WELFARE)

Investigating Abuse, Neglect or Exploitation

At the request of appropriately identified investigators of DHS, OBNDDC or the district attorney's office or local law enforcement, the superintendent, principal or other school official shall permit the investigators access to the student about whom the agency received a report. The interview will be arranged in a manner that minimizes embarrassment to the student. The superintendent will not contact the parent, guardian or other person responsible for the student's health or welfare prior to or following the interview, unless permission for parent contact is provided by DHS, OBNDDC or the district attorney's office¹ or law enforcement authorities. No district employee will be present during the interview. However, a district employee may be present prior to the interview if the employee believes that his or her temporary presence will make the student more comfortable or if the representatives request the presence of a district employee during the interview.

Reports to Principal or Other School Officials

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

Immunity for Good Faith Reports

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

Neither the board of education nor any district employee will discharge or in any manner

¹ 10A OKLA. STAT. § 1-6-103(B)(3)(b)



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discriminate or retaliate against the person who in good faith provides such reports or information, testifies, or is about to testify in any proceeding involving abuse, neglect, exploitation, or trafficking, provided that the person did not perpetrate or inflict the abuse, neglect, exploitation or trafficking.

Information Concerning Abuse, Neglect or Exploitation

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

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

Training on Child Abuse and Neglect

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

- 1. Training on recognition of child abuse and neglect;**
- 2. Recognition of child sexual abuse;**
- 3. Proper reporting of suspected abuse; and**
- 4. Available resources.**

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



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Source:

Broken Arrow Board of Education policy adoption, May 17, 1993.

Broken Arrow Board of Education policy revised, August 10, 1998.

Broken Arrow Board of Education policy revised, July 13, 2009.

Broken Arrow Board of Education policy revised, July 10, 2017.

Broken Arrow Board of Education policy revised, November 12, 2018.

Broken Arrow Board of Education policy revised, May 13, 2019.

Broken Arrow Board of Education policy revised, November 4, 2019.

Broken Arrow Board of Education policy revised, November 6, 2023.



TITLE IX—SEX DISCRIMINATION AND SEXUAL HARASSMENT

Policy and Purpose

The Broken Arrow Public Schools will address all incidents of sex discrimination and sexual harassment reported to the district’s Title IX Coordinators in compliance with Title IX of the Education Amendments of 1972, as amended. The Title IX Coordinators ~~Steve Dunn~~Derek Blackburn, ~~Assistant Superintendent~~Executive Director of Student Services are located in the Education Service Center 701 S. Main Street, Broken Arrow, OK 74012, 3rd Floor phone number 918-259-5700, or email rstecker@baschools.org or sdunndblackburn@baschools.org.

This policy informs all students and all district employees of policies and procedures regarding sex discrimination and sexual harassment to which all students, instructional staff, and non-instructional personnel are expected to adhere. In addition, comprehensive information is provided regarding the reporting of sex discrimination and sexual harassment and avenues to seek immediate assistance.

The district seeks to create a positive educational environment on and off campus through our academic programs, services, activities, policies and procedures aimed at providing protection against sex discrimination and harassment. To that end, the district condemns discrimination in its education programs and activities based on sex or gender, sexual orientation, gender identity or expression, sexual harassment, sexual violence, dating violence, and stalking. Notice of sex discrimination or a sexual harassment incident to the district’s Title IX Coordinator charges the district with actual knowledge and triggers its response obligations.

Scope of the Policy

The district must respond when sex discrimination and harassment occur in the school’s education programs or activities. Education programs and activities include locations, events, or circumstances in which the district exercises substantial control over both the respondent and the context in which the discrimination or harassment occurred. Title IX applies to all of the district’s education programs or activities, whether such programs or activities occur on-campus or off-campus, including online instruction.

Any person may report sex discrimination, including sexual harassment, whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment. Reports may be made in person, by mail, by telephone, or by e-mail, using the contact information listed for the Title IX Coordinators, or by any other means that results in the Title IX Coordinators receiving the person’s verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or e-mail address, or by mail to the office address, listed for the Title IX Coordinators.



Individuals are responsible for immediately reporting any knowledge or information concerning sexual harassment to the district’s Title IX Coordinators. The district encourages victims of sexual harassment to talk with a counselor. Different employees within the scope of district’s resources have different abilities to maintain a victim’s confidentiality.

- **Counselors** are required to maintain near complete confidentiality; talking to them is sometimes called a “privileged communication.” Disclosures to these employees will not trigger an investigation into an incident against the complainant’s wishes.
- **District Employees** are required to report all the details of an incident (including the identities of both the complainant and respondent) to the Title IX Coordinators. A report to district employees (called “responsible employees”) constitutes a report to district and places district on notice to take appropriate steps to address the situation.

This policy also applies to retaliation by district or any person against any other person for the purpose of interfering with Title IX rights, or because the person has participated or refused to participate in any manner in a proceeding under Title IX that is prohibited.

Assistance Following an Incident of Sexual Harassment

- Immediate Assistance:

Persons who have complaints of sexual harassment may file their complaints with the Title IX Coordinators Rusty Stecker, Chief Human Resources Officer or ~~Steve Dunn~~Derek Blackburn, ~~Assistant Superintendent~~Executive Director of Student Services, located in the district Education Service Center, 701 S. Main Street, Broken Arrow, OK 74012, 3rd floor, phone number 918-259-5700, or email rstecker@baschools.org or ~~sdunn~~dblackburn@baschools.org.

Victims of sexual violence should get to a place of safety and call Police. Obtain necessary medical treatment; time is a critical factor for evidence collection and preservation. An assault should be reported directly to a law enforcement officer, and district officials will assist in facilitating this process. Filing a police report will not obligate the complainant to prosecute, nor will it subject the reporting party to scrutiny or judgmental opinions from officers. Filing a police report will ensure that a victim of sexual violence receives the necessary medical treatment and tests, at no expense to the complainant to the extent provided for by Oklahoma law, and provide the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later.

COMPLAINANT OR WITNESS: CALL BROKEN ARROW POLICE DEPARTMENT 918-259-8400 FOR IMMEDIATE ASSISTANCE.



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- Ongoing Assistance:

In order to ensure the safety and well-being of the complainant, district may take interim measures such as changing academic schedules, work schedules, extracurricular activity modifications, addressing transportation issues, withdraw from/retake a class without penalty, academic support (e.g., tutoring), leaves of absence, counseling, campus escort services, distance learning arrangements, or similar measures. In addition, while an investigation is pending district may initiate a “no contact order” between the parties that carries a sanction of short- or long-term suspension if violated.

The district offers internal counseling options. District officials and representatives are available to facilitate access to support services. Several service organizations in Oklahoma have provided telephone numbers and made available other services for students, staff and campus community members. District will assist any interested person, needing assistance, in contacting these agencies.

- Statewide Support Services:

Oklahoma Safeline - 1-800-522-7233 (SAFE)

Oklahoma Safeline - Oklahoma City Metro Area - 405-522-7233 (SAFE)

National Domestic Violence Hotline - 1-800-799-7233 (SAFE)

Rape, Abuse & Incest National Network Hotline - 1-800-656-4673 (HOPE)

Communication Services for the Deaf (TTY) - 1-800-252-1017 (TTY)

Communication Services for the Deaf (Voice) - 1-866-845-7445 (Voice)

Oklahoma Coalition Against Domestic Violence/Sexual Assault - 405-524-0700 (M-F/9-5)

- Other Support Services

Daybreak Family Services

1516 Boston Ave. Ste. 1

Tulsa, OK 74119

918-561-6000

www.daybreakfamilyservices.com

Family & Children’s Services

2325 S. Harvard Ave. Unit 400

Tulsa, OK 74114

www.fcsok.org

EEOC-Sexual Harassment

<https://www.eeoc.gov/sexual-harassment>



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Domestic Violence Intervention Services, Inc.
3124 E. Apache St.
Tulsa, OK 74110
918-743-5763
www.dvis.org

Mental Health Association of Oklahoma
5330 E. 31st Street
Tulsa, OK 74135
918-585-1213
www.mhaok.org

OK Attorney General Office of Victim Services
<http://www.oag.ok.gov/victim-services>

Title IX Coordinator and Staff

- Title IX Coordinators have primary responsibility for overseeing the process of coordinating district's compliance efforts, receiving complaints, investigations, hearing, sanctions, appeals, and education and training associated with this policy. To file a complaint or submit questions concerning actions governed by this policy contact the Title IX Coordinators.
- Deputy Title IX Officers have the secondary responsibility and assist with the duties of the Title IX Coordinators. Deputy Title IX Officers include:
 - ~~Derek Blackburn~~ Tony Sappington, Executive Director ~~Student Services~~ Secondary Education – Education Service Center
701 S. Main Street Broken Arrow, OK 74012 2nd Floor 918-259-572052
 - Jennifer Peterson, Executive Director Elementary Education – Education Service Center 701 S. Main Street Broken Arrow, OK 74012 2nd Floor 918-259-7723
 - Karen Schwab, Executive Director of ~~Administrative Services~~ Human Resources – Education Service Center 701 S. Main Street Broken Arrow, OK 74012 1st Floor 918-259-5743
 - Lindsay Drake, Director of ~~Employee Relations~~ Recruitment & Staffing – Education Service Center 701 S. Main Street Broken Arrow, OK 74012 1st Floor 918-259-5713



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TITLE IX – SEX DISCRIMINATION AND SEXUAL HARASSMENT

- ~~Darren Melton~~Dustin Smith, Executive Director of Athletics – Varsity Training Center 2200 N. 23rd Street Broken Arrow, OK 74012 2nd Floor 918-259-5900
- Amanda Snider, Associate Director of Athletics – Varsity Training Center 2200 N. 23rd Street Broken Arrow, OK 74012 2nd Floor 918-259-5900
- Title IX Investigators may include but not be limited to district administration. The primary responsibility of the investigator relates to formal complaints. The investigator is to collect statements and any evidence directly related to any allegations of a Title IX policy violation as directed by the Title IX Coordinators. Investigators will receive appropriate Title IX training.
- Title IX Hearing Officer (decision-maker) may include a district administrator, legal counsel or specially designated officer. The primary responsibility of the hearing officer is to ensure both parties receive due process in the event allegations of a Title IX policy violation are directed to a hearing by the Title IX Coordinators. Hearing Officers will receive appropriate Title IX training.

Definitions

The district defines sex discrimination and sexual harassment broadly to include any of three types of misconduct on the basis of sex (or gender), all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of quid pro quo harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; and
3. Any instance of sexual assault, dating violence, domestic violence, or stalking as defined by Federal law.

Offenses prohibited under the district's policy include, but are not limited to: sex discrimination (including sexual orientation discrimination and gender identity or gender expression discrimination), sexual harassment, sexual violence to include nonconsensual sexual contact, nonconsensual sexual intercourse, sexual coercion, domestic/dating violence, stalking, and sexual exploitation.

- A. Sex Discrimination: includes sexual harassment and is defined as conduct directed at a specific individual or a group of identifiable individuals that subjects the individual or group to treatment that adversely affects their education or employment, or school-related benefits, on account of sex or gender (including sexual orientation, gender identity, and gender expression discrimination). It may include acts of verbal, nonverbal, or physical



aggression, intimidation, or hostility based on sex or sex-stereotyping, even if those acts do not involve conduct of a sexual nature.

B. Sexual Harassment: is unwelcome and discriminatory speech or conduct undertaken because of an individual’s gender or is sexual in nature and is so severe, pervasive, or persistent, objectively and subjectively offensive that it has the systematic effect of unreasonably interfering with or depriving someone of educational, institutional, or employment access, benefits, activities, or opportunities. Students, vendors and visitors who are subject to or who witness unwelcome conduct of a sexual nature are encouraged to report the incident(s) to the Title IX Coordinators or any district employee. District employees who witness or learn of such conduct are required to report it to the Title IX Coordinators.

1. Hostile Environment: Sexual harassment includes conduct that is sufficiently severe, pervasive, or persistent, objectively and subjectively offensive that it alters the conditions of education or employment or institutional benefits of a reasonable person with the same characteristics of the victim of the harassing conduct. Whether conduct is harassing is based upon examining a totality of circumstances, including but not limited to the following:

- The frequency of the conduct;
- The nature and severity of the conduct;
- Whether the conduct was physically threatening;
- Whether the conduct was deliberate, repeated humiliation based upon sex;
- The effect of the conduct on the alleged victim’s mental or emotional state from the perspective of a reasonable person;
- Whether the conduct was directed at more than one person;
- Whether the conduct arose in the context of other discriminatory conduct;
- Continued or repeated verbal abuse of a sexual nature, such as gratuitous suggestive comments and sexually explicit jokes; and
- Whether the speech or conduct deserves constitutional protections.

2. Quid Pro Quo Sexual Harassment exists when individuals in positions of authority over the complainant engage in the following behaviors:

- Make unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature; and
- Indicate, explicitly or implicitly, that failure to submit to or the rejection of such conduct will result in adverse educational or employment action or where participation in an educational program or district activity or benefit is conditioned upon the complainant’s submission to such activity.



Examples of Harassment:

- A teacher insists that a student have sex or engage in sexual acts with him/her in exchange for a good grade. This is harassment regardless of whether the student agrees to the request.
- A student repeatedly sends sexually oriented jokes around in an email list he or she created, even when asked to stop, causing one recipient to avoid the sender on campus or in connection with classes or school sponsored events in which both are involved.
- The teacher's assistant probes for explicit details of a student's sexual history, and demands that the student respond, though the student is clearly uncomfortable and hesitant.
- An administrator asks a student for nude or semi-nude pictures to be sent via Snapchat or other social media.
- The coach provides explicit details of his sexual past or describes his sexual relationship with his spouse or girlfriend.
- An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to his clear discomfort and embarrassment.

C. Sexual Violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (*e.g.*, due to the student's age, school status, or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties.

1. Nonconsensual Sexual Contact is any intentional touching, however slight, whether clothed or unclothed, of the victim's intimate body parts (primarily genital area, groin, inner thigh, buttock or breast) with any object or body part, without consent and/or by force. It also includes the touching of any part of a victim's body using the perpetrator's genitalia and/or forcing the victim to touch the intimate areas of the perpetrator or any contact in a sexual manner even if not involving contact of or by breasts, buttocks, groin, genitals, mouth or other orifice. This definition includes sexual battery and sexual misconduct.
2. Nonconsensual Sexual Intercourse is defined as any sexual intercourse or penetration of the anal, oral, vaginal, genital opening of the victim, including sexual intercourse or penetration by any part of a person's body or by the use of an object, however slight, by one person to another without consent or against the victim's will. This definition includes rape and sexual assault, sexual misconduct, and sexual violence.



- a) Rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim. This definition includes any gender of victim or perpetrator. Sexual penetration means the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person. This definition also includes instances in which the victim is incapable of giving consent because of temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.
3. Sexual Coercion is the act of using pressure (including physical pressure, verbal pressure or emotional pressure), alcohol, medications, drugs, or force to have sexual contact against someone’s will or with someone who has already refused. This includes rape, sexual assault, sexual exploitation and sexual misconduct.
4. Dating Violence is violence between individuals:
 - The party is or has been in a social relationship of a romantic or intimate nature with the victim;
 - The existence of such a relationship shall be determined based on a consideration of the following factors:
 - Length of the relationship
 - Type of relationship
 - Frequency of interaction between the persons involved in the relationship
- D. Advisor - a person who has agreed to assist a complainant or respondent during the Title IX process. The advisor may be a person of the student’s choosing, including but not limited to a district faculty or staff member, a friend or an attorney.
- E. Complainant - an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- F. Respondent – an individual who has been reported to be the perpetrator of conduct that could constitute sex discrimination or sexual harassment.
- G. Formal complaint – a document filed by a complainant or signed by the Title IX Coordinators alleging sexual harassment against a respondent and requesting that the school investigate the allegation(s) of sexual harassment and stating the date, time, place, name(s) of person(s) involved (e.g., the accused, witnesses) and sufficient details to make a determination regarding basic elements of the formal complaint process.



- H. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the school with which the formal complaint is filed.
- I. Supportive measures - individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment.

Consent

Consent is the act of willingly agreeing to engage in sexual contact or conduct. Individuals who consent to sex must be able to understand what they are doing. Under this policy, “No” always means “No,” and the absence of “No” may not mean “Yes”.

- A. Consent is informed, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable permission regarding the conditions of sexual activity.
- B. Consent to one form of sexual activity cannot imply consent to other forms of sexual activity.
- C. Previous relationships or consent does not imply consent to future sexual acts.
- D. Consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure for sexual activity.
- E. In order to give effective consent, one must be of legal age and have the capacity to consent. Incapacity may result from mental disability, intellectual disability, unconsciousness/sleep, age, or use of alcohol, drugs, medication, and/or other substances. Consent given by someone who one should know to be, or based on the circumstances, reasonably should have known to be, mentally or physically incapacitated, is not consent. Incapacitation is a state where someone cannot make rational, reasonable decisions because he or she lacks capacity to give knowing consent. Note: indications of consent are irrelevant if the initiator knows or should reasonably have known of the incapacity of the other person.

Examples of when a person should know that another is incapacitated include, but are not limited to the following:

- The amount of alcohol, medication or drugs consumed,
- Imbalance or stumbling,
- Slurred speech,



- Lack of consciousness or inability to control bodily functions or movements, or vomiting, or
- Mental disability or incapacity.

F. Use of alcohol, medications, or other drugs will not excuse behavior that violates this policy.

Reporting

A. Mandatory Reporting

All district employees are responsible for taking all appropriate action to prevent sex discrimination or sexual harassment, to correct it when it occurs, and must promptly report it to the Title IX Coordinators. Failure to do so may result in disciplinary action up to and including termination. All district employees are considered responsible employees with a duty to report any incident to the Title IX Coordinators. The only exception to the mandatory duty to report is a licensed counselor for whom the report is considered a privileged exchange.

B. Confidential Reporting

Resources are available through staff and counselors. Victims' advocates are available to speak with any person who wishes to report an incident and remain anonymous. All forms of sexual harassment should be reported, no matter the severity. In addition, the district should be made aware of possible threats to the campus community in order to issue timely warnings.

C. Reporting to the Police

The district strongly encourages anyone to report sexual violence and any other criminal offenses to the police. This does not commit a person to prosecution, but will allow the gathering of information and evidence. The information and evidence gathered preserve future options regarding criminal prosecution, district disciplinary actions and/or civil actions against the respondent.

- If the incident happened on campus, it can be reported to the district's SRO or SRO Officer Jeff Martin at 918-259-5751, or an officer of the Broken Arrow Police Department at 918-259-8400. If the incident happened anywhere else, it can be reported to the local law enforcement with jurisdiction in the location where it occurred. Please know that the information you report can be helpful in supporting other reports and/or preventing further incidents.



- Reporting for Faculty and Staff (Non-Student) Instances: Faculty and staff shall report any instances of sexual harassment by another faculty or staff member to the Title IX Coordinators. As stated above, the district also strongly encourages reporting any instances to the police.
- Employee Obligation to Report (Student Instances): In compliance with Title IX, employees who become aware of a student instance of sexual harassment shall immediately report such instance to the Title IX Coordinators, including the name(s) of the persons involved.

D. Student Reporting

Students shall report any instances of sex discrimination or sexual harassment to any district employee and/or the Title IX Coordinators. Only victims or their parents or guardians can file a formal complaint of sexual harassment. A complaint should be filed as soon as possible. If either the complainant or the respondent is a student, the incident will be addressed through the Title IX process. The report can be made in person, by phone, mail, or email using the contact information listed for the Title IX Coordinators or by any other means that result in the Coordinators receiving the report. The report can be made any time, even during non-business hours.

After receiving a report or notice of an incident, the Title IX Coordinators will promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. A complainant's wishes with respect to whether the district investigates will be respected unless the Title IX Coordinators determine that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.

The district will promptly take necessary steps to protect the complainant and ensure safety as necessary, including taking interim steps before the final outcome of any investigation once a report or knowledge of sexual harassment has occurred. In some instances, the district may implement an emergency removal of a student when a safety and risk analysis indicate that an imminent threat exists to the physical health or safety of a party. A party subject to an emergency removal shall have an opportunity to challenge the decision immediately following the removal. An employee may be placed on administrative leave or suspended during the pendency of the grievance process. Periodic updates on the status of the investigation will be provided to the complainant. If the school determines that sexual violence occurred, the district will continue to take steps to protect the complainant and ensure safety at school or related activities. The district will provide the complainant with available resources, such as victim advocacy, academic support,



counseling, disability services, health and mental health services, and assistance in reporting a crime to local law enforcement.

Written Notice of Complaint

Upon receipt of a formal complaint, the Title IX Coordinators will provide written notice to all known parties in sufficient time to give the respondent time to prepare a response before an initial interview. Written notice includes:

- a. Notice of the grievance process, including any informal resolution process;
- b. Notice of the allegations, including sufficient detail (i.e., names of known parties, the conduct alleged to be sexual harassment, and the date and location of the conduct, if known) to allow the respondent to prepare a response;
- c. A statement that the respondent is presumed not responsible for the conduct and that responsibility will be determined at the conclusion of the grievance process;
- d. Notice of the parties' right to have an advisor (who may be, but is not required to be, an attorney) and to inspect and review evidence; and
- e. Notice that knowingly making false statements or providing false information in the grievance process is a violation of the code of conduct of students or a violation of performance and conduct standards for employees.

Investigation

An investigator will be designated to investigate the allegations contained in the complaint or which are developed in the course of the investigation. The burden of gathering evidence and burden of proof must remain on the district—not on the parties.

An investigation will be conducted by a district Title IX official. This investigation will include:

- Meeting personally with the complainant (unless extraordinary circumstances prevent a personal meeting),
- Meeting personally with the respondent (unless extraordinary circumstances prevent a personal meeting),
- Presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made,
- Collecting any physical evidence,
- Meeting personally with any witnesses (unless extraordinary circumstances prevent a personal meeting with one or more witnesses),
- Reviewing any documentary evidence, and
- Preparing a report of the investigation.



The investigation of complaints will be adequate, reliable and impartial. The investigation process can take up to 60 days. When investigating a complaint and throughout the grievance process, the district must do the following:

1. Ensure that the burden of proof and of gathering evidence rests on district rather than the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations or gather and present evidence;
4. Provide the parties with the same opportunities to have others present during interviews or related proceedings, including an advisor;
5. Provide, to a party who is invited or expected to attend, written notice of the date, time, participants, purpose, and location of any investigative interview, hearing or other meeting with enough time to allow the party to prepare and participate;
6. Provide both parties and their advisors an equal opportunity to review all evidence directly related to the allegations in the formal complaint (both exculpatory and inculpatory) at least 10 days prior to the completion of the final investigation;
7. Ensure that if the district obtains additional information from or about the respondent or complainant, during the course of the investigation, that was not included in the original notice to the parties—both parties will be provided written notice of additional allegations and a reasonable opportunity to respond in writing to the new information or documents;
8. Prepare a written report that fairly summarizes the relevant evidence and provide the report to both parties and their advisors for review and written response at least 10 days before a hearing or determination of responsibility; and
9. Ensure that parties will have 10 calendar days to respond to the investigator's report; any response will be considered in connection with any hearing that is conducted.

The Title IX Coordinators will determine if a Title IX hearing is necessary. In making this determination, the Coordinators will consider whether both parties request or consent to a hearing and will agree to participate in a hearing. If it is determined that the district will proceed with a hearing, the complainant and the respondent will be notified in writing of the hearing.

Mandatory or Permissive Dismissal

Mandatory dismissal must occur when it is determined in the course of the investigation that allegations in a formal complaint: (1) did not occur in the district's program or activity; (2) did not constitute sexual harassment as defined, or (3) did not occur against a person within the United States. Both parties must receive written notice of a mandatory dismissal and reasons.

Permissive dismissal may occur at any time during the investigation or hearing when: (1) a complainant notifies the Title IX Coordinators in writing that they would like to withdraw; (2) the respondent is no longer enrolled or employed by the district; or (3) specific circumstances prevent the district from gathering evidence sufficient to reach a determination. Both parties must receive written notice of a permissive dismissal and reasons.



The district may still address allegations of misconduct under the Student Code of Conduct or employee disciplinary procedures.

District Action

A. Informal resolution is available in some circumstances. Informal resolutions are unavailable unless a formal complaint of sexual harassment is filed. Informal resolution may include conflict resolution or a restorative agreement between the parties with a trained Title IX Officer presiding over the informal resolution conference. Participation in informal resolution is never mandatory, and will only take place with the full consent of both parties involved. Informal resolution may only be used:

1. When a formal complaint of sexual harassment is filed;
2. Prior to a Notice of Hearing being issued;
3. When a Title IX Officer determines this is a suitable option for resolving the concern, and both the complainant and respondent agree to use the process;
4. When the complaint does not involve sexual violence as defined in the Title IX Policy; and
5. When both parties acknowledge receipt of written notice of their rights under this policy and both parties provide written, voluntary consent.

Informal resolution is not available when the complaint alleges a district employee sexually harassed a student.

Because the outcomes of voluntary resolution conversations are mutually developed and agreed upon by parties involved, an appeal of the process and its result is not permitted. However, either the Complainant or the Respondent may withdraw from informal resolution at any time prior to the entry of a voluntary resolution agreement and proceed with the Title IX hearing. If the parties are unable to agree on a voluntary resolution, the matter will be referred by the Title IX Coordinators to a Title IX Hearing. No offers to resolve the conflict that were made or discussed during the informal voluntary resolution process may be introduced during the Title IX Hearing.

B. Title IX Hearing

The district has determined that, unless extraordinary circumstances are present, the hearing process will be conducted through written exchanges but a live hearing will not be conducted.

The Title IX Hearing Officer’s responsibilities include but are not limited to the following, regardless of whether a hearing is conducted through written exchanges or a live hearing:



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- Read and understand the Title IX Policy and Procedures, which include the hearing process;
- Read and understand all of the information of the Title IX case provided by the Coordinator prior to the hearing as part of a hearing packet;
- Read and understand the procedures of the Title IX hearing (live or non-live) provided by the Coordinator prior to the hearing as part of a hearing packet;
- Have a clear understanding of the incident(s) in question before making a decision;
- Decide the outcome and sanctions if needed based on the information presented, hearing notes, and the district Title IX Policy;
- Maintain copies of all notes made. The hearing officer will inform the parties of the decision at the live hearing and send a letter as described in this policy;
- Ensure that parties have had ample time and opportunity to ask questions and obtain responses before the hearing officer renders a decision (live or non-live); and
- Ensure that the determination (decision) includes a statement of and rationale as to each allegation, a determination of responsibility, any disciplinary sanctions, and whether remedies to restore equal access to the district's educational programs or activities will be provided to the complainant.

Complainant's Rights:

- Be given a written explanation of the allegations and the hearing process;
- Have access to evidentiary material in advance of the hearing;
- Be present during the entire live hearing or fully aware of the process used in a non-live hearing;
- Be accompanied by an advisor during the hearing. The advisor is limited to advising the student and may not present the case, or make statements during the proceedings. Students should provide district with the name and contact information for the student's advisor as soon as practical but at least three (3) calendar days prior to the hearing;
- Be given a timely live or non-live hearing;
- Be assured of exclusion of evidence of the victim's past sexual history from discussion during the hearing. The past sexual history of the victim with persons other than the respondent shall be presumed irrelevant;
- Be permitted to clarify that evidence of a prior consensual dating or sexual relationship between the parties by itself does not imply consent (remember students cannot consent to sexual harassment) or preclude a finding of sexual harassment;
- Be provided written notification of the outcome of the hearing including any sanctions, remedies/accommodations for the complainant, additional remedies for the school community;



- Be provided written notification of any external counseling services that may be available;
- Be provided written notification of options for changing academic, extracurricular, transportation, school-site, or work-site situations, if reasonable;
- Be provided written notification of an avenue for appeal.

Respondent's Rights:

- Be given written notice of the allegations and the hearing process;
- Be given access to evidentiary material in advance of the hearing;
- Be present during the entire hearing;
- Have no violation presumed until found responsible;
- Be given a timely hearing;
- Be accompanied by an advisor during the hearing. The advisor is limited to advising the student and may not present the case, or make statements during the proceedings. Students should provide the district with the name and contact information for the student's advisor as soon as practical but at least three (3) days prior to the hearing;
- Be informed that evidence of the victim's past sexual history will be excluded from discussion during the hearing or hearing process. Similarly, the past sexual history of the victim with persons other than the respondent shall be presumed irrelevant;
- Be provided written notification of the outcome of the hearing including any sanctions, remedies/accommodations for the complainant or respondent, additional remedies for the school community;
- Be provided written notification of external counseling services that may be available;
- Be provided written notification of options for changing academic, extracurricular, transportation, school-site, or work-site situations, if reasonable; and
- Be provided written notification of an avenue for appeal.

Live Hearings

A live hearing will not be conducted unless students who are parties to the complaint are at least 18 years of age or extraordinary circumstances are present. The complainant and respondent will be notified in writing of the hearing date, the alleged policy violation(s) and issued a notice to appear at the hearing. The Notice of Hearing will be hand-delivered or mailed to the physical or electronic addresses of the parties. Parties are responsible for ensuring that a current physical and electronic mail address is included in district records. The live hearing will include opening statements, each party's evidence and witnesses, cross-examination, and closing statements. Students are permitted to have an advisor accompany the Student throughout the disciplinary hearing. Students should provide district with the name and contact information for the Student's advisor at least 3 calendar days prior to the hearing. Parties are present during the disciplinary



hearing (except during deliberations of the hearing officer). Parties are permitted to make statements, present witnesses and present evidence during the hearing which has been previously collected and approved during the investigative process.

Non-Live Hearings

Non-live hearings will have similar rights and responsibilities, except that the hearing officer will conduct the hearing via written or oral exchanges officer and neither the complainant nor the respondent will confront one another; no cross-examination will occur. However, both parties will be invited to submit questions, receive answers, and present relevant written arguments in connection with the claims and defenses. Parties will have at least 10 days to respond to the receipt of information or documents to which they wish to respond. The investigator’s report, all submissions by the parties, the exchange of information, documents and arguments will provide the basis for the hearing officer’s decision.

All Hearings

Witnesses and evidence need to be directly related to the claims. Parties will be notified in any instance in which responses, information or documents are not available because of a privilege (not waived by the party who asserts the privilege) or irrelevant information is involved (.e.g., information involving prior sexual behavior or sexual predisposition is irrelevant; a privilege such as an attorney-client or doctor-patient or other privilege bars introduction of certain evidence). The standard of proof used in district Title IX Hearings is the preponderance of the evidence, which means the determination to be made is whether it is more likely than not a violation occurred. This is significantly different than proof beyond a reasonable doubt, which is required for a criminal prosecution.

Outcomes

If it is determined under the preponderance of evidence standard (more likely than not to have occurred) that the respondent is not responsible for a Sexual Harassment policy violation the complaint will be dismissed.

If it is determined under the preponderance of evidence standard that the respondent is responsible for a Sexual Harassment policy violation the following sanctions will be considered. The listing of sanctions below is not intended to be exclusive; actions may be imposed singularly or in combination when a violation of this policy is found.

Discrimination (includes gender discrimination) may include the following sanctions on the student(s) found responsible:



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- Restriction – A limitation on a student’s privileges for a period of time and may include but not be limited to, the denial of the use of facilities or access to parts of campus, denial of the right to represent the district, or denial of participation in extracurricular activities.
- Service Project – Community service or an education class or project beneficial to the individual and campus or community.
- Probation – A specified period of time during which the student is placed on formal notice that he/she is not in good social standing with the district and that further violations of district policies will subject the student to suspension from school.
- Suspension – If warranted by the severity of the incident, removal from classes and other privileges or activities for a definite period of time not to exceed the remainder of the semester in which the incident occurred and the following semester and until the conditions which are set forth in the hearing outcome letter are met. Students who are suspended from the district are not permitted on campus or in campus buildings, facilities or activities at any time for any reason during the period of suspension, unless otherwise directed by the Principal. Conditions to conclude a suspension and reinstatement process will be stated in the written notification. Notation on the student’s transcript will not be made; however, a permanent record of the action will be maintained in the student’s record.

Sexual Harassment may include the following sanctions on the student(s) found responsible.

- Restriction – A limitation on a student’s privileges for a period of time and may include but not be limited to the denial of the use of facilities or access to parts of campus, denial of the right to represent district.
- Service Project – Community service or an education class or project beneficial to the individual and campus or community.
- Behavioral Change Requirement – Required activities including but not limited to, seeking academic counseling, substance abuse assessment, decision making class, writing a reflection paper, etc.
- Probation – Students are prohibited from participating in any extracurricular activities not directly associated with academics (e.g., intramural sports, attending athletic events, student organizations/clubs/associations, leadership positions or other organizations). Students must apply to be removed from probation by submitting documentation of their significant proactive efforts to become good citizens of the community and engage in responsible, productive behavior.
- Suspension – If warranted by the severity of the incident, removal from classes and other privileges or activities for a definite period of time not to exceed for the remainder of the semester in which the incident occurred and the following semester and until the conditions which are set forth in the hearing outcome letter are met. Students who are suspended from district are not permitted on campus or in campus buildings, facilities or activities at any time for any reason during the period of suspension, unless otherwise directed by the Principal. Conditions to conclude a suspension and reinstatement process will be stated in



the written notification. Notation on the student’s transcript will not be made; however, a permanent record of the action will be maintained in the student’s record.

Sexual Violence may include the following sanction on the student(s) found responsible.

- Long-term Suspension – Suspension of student status for an indefinite period not to exceed the maximum period permitted by law. The conditions for readmission, if any, shall be stated in the hearing outcome letter. In addition, a student, though readmitted to the school by operation of law, may be denied the opportunity to participate in extracurricular activities for as long as the student is enrolled in the district. Notation on the student’s transcript will not be made; however, a permanent record of the action will be maintained in the student’s record. Removal should be reserved and used only in cases involving the most severe instances of misconduct.

Both parties will be notified of the outcome in writing at the same time by certified mail or other agreed upon form of notice within five business days after the hearing. Both parties have the right to appeal the decision reached through the hearing process within five days after the hearing.

Appeal Procedures

An appeal is not a new hearing, but is a review of the record of the original hearing. It serves as a procedural safeguard for the student or other party. The burden of proof shifts from the district to the party found responsible for the policy violation. The appealing party must show one or more of the listed grounds for an appeal.

- A. Appeals must be submitted in writing to the Superintendent within five (5) district working/calendar days of receiving the decision. Failure to file an appeal within the prescribed time constitutes a waiver of any right to an appeal.
- B. The appeal must cite at least one of the following criteria as the reason for appeal and include supporting argument(s):
 1. The original hearing was not conducted in conformity with prescribed procedures and substantial prejudice to the complainant or the respondent resulted.
 2. The evidence presented at the previous hearing was not “sufficient” to justify a decision against the student or group.
 3. New evidence which could have substantially affected the outcome of the hearing has been discovered since the hearing. The evidence must not have been available at the time of the original hearing. Failure to present information that was available is not grounds for an appeal.
 4. The sanction is not appropriate for the violation. This provision is intended to be utilized when a determined sanction is inherently inconsistent with district procedures



or precedent. Simple dissatisfaction with a sanction is not grounds for overturning a sanction under this provision.

- C. The Superintendent will review the record of the original hearing, including documentary evidence. It is the Superintendent’s discretion to convert any sanction imposed to a lesser sanction, to rescind any previous sanction, or to return a recommended sanction to the original hearing officer for review/or reconsideration. If there is new evidence (unavailable at the time of the hearing through no fault of the parties) which is believed to substantially affect the outcome, or evidence presented at the previous hearing was “insufficient” to justify a decision against the student or group, or a finding that a substantial procedural error resulting in prejudice occurred, the matter may be remanded to either a rehearing of the entire matter or reconsideration of specific issues. If remanded to the original hearing officer, either or both students may appeal the hearing officer’s decision to the Superintendent and the procedures set out above shall control the appeal.
- D. The final decision will be communicated in writing by the Superintendent to both parties. The decision will be communicated within ten (10) calendar days of receiving the hearing officer’s decision.
- E. The decision of the Superintendent on appeal shall be final.

Retaliation

The Federal civil rights laws, including Title IX, make it unlawful to retaliate against an individual for the purpose of interfering with any right or privilege secured by these laws. This means that if an individual brings concerns about possible civil rights problems to a district’s attention, including publicly opposing sexual harassment or filing a sexual harassment complaint with the district or any State or Federal agency, it is unlawful for the district to retaliate against that individual for doing so. It is also unlawful to retaliate against an individual because he or she testified, or participated in any manner, in an OCR or district’s investigation or proceeding. Therefore, if a student, parent, teacher, sponsor, coach, or other individual complains formally or informally about sexual harassment or participates in an OCR or district investigation or proceedings related to sexual harassment, the district is prohibited from retaliating (including intimidating, threatening, coercing, or in any way discriminating against the individual) because of the individual’s complaint or participation. Individuals who, apart from official associations with district, engage in retaliatory activities will also be subject to district’s policies insofar as they are applicable to third party actions.

The district will take steps to prevent retaliation against a student who filed a complaint on his or her own behalf or reported on behalf of another student, or against those who provided information as witnesses. Complaints of retaliation will follow the same process of investigation, hearing, and appeal.



If it is determined under the preponderance of evidentiary standard (more likely than not to have occurred) that a student is responsible for retaliation the following sanction will be imposed.

- Suspension – Removal from classes and other privileges or activities for a definite period of time not to exceed the maximum period permitted by law and until the conditions which are set forth in the hearing outcome letter are met. Students who are suspended from district are not permitted on campus or in campus buildings, facilities or activities at any time for any reason during the period of suspension, unless otherwise directed by the Principal. Conditions to conclude a suspension and reinstatement process will be stated in the written notification. Notation on the transcript is not made; however, a permanent record of the action is maintained in the student’s record.

District Officers and Designees

The designation of a district official responsible for prescribed actions shall automatically include the official’s designee in instances where an official is unable, unavailable or it appears that the official may have a conflict of interest that causes the official to recuse from involvement in the matter. The official’s designee shall have the same authority as the official in matters involving this policy. In connection with an appeal the Superintendent may appoint a neutral individual, not employed by the district, to consider and decide the appeal.

Timelines

Unless otherwise stated, a reference to days, refers to calendar days. The intent of this policy is to complete the grievance process within 60 days of the filing of a formal complaint; however, the timeline can be affected by one or both parties’ right to at least 10 days to review and respond, consistent with the procedural protections provided both parties. An extension of timelines by agreement or to ensure one or both parties’ opportunity to respond will not violate this policy even if the timeline for resolution of a grievance through appeal, for good cause, exceeds 60 days.

Recordkeeping Protocol

The district will document all reports and complaints of sex discrimination and provide copies of those reports to the Title IX Coordinators. The district Title IX Office will maintain a secured electronic file system of all Title IX cases, reports, and complaints by academic year. The cases will include all information related to the individual case, which includes but is not limited to the initial complaint, letters sent to all parties, response from the respondent, immediate or other assistance, investigation notes, informal resolution agreement (if applicable), notice of hearing, committee selection, hearing notes, hearing decision, written notice of the outcome, and any recordings made of the live hearing or in the course of the investigation. The time period to maintain the case records will be no less than seven (7) years from the date of district’s final action or decision (whether through report of the investigation, informal resolution, hearing, or appeal).



The confidential reporting of the number of incidents and types will be sent to district Security for the preparation of the Annual Crimes Report.

Prevention and Education

A. Education

District requires all employees to take sexual harassment educational training courses on an annual basis. Failure to have a confirmation of this required training may result in appropriate disciplinary action. Additional in-person trainings are also offered periodically and upon request.

B. Bystander Intervention

If you witness sexual harassment, or behaviors that may lead to sexual harassment (a violation of district policy), there are a variety of things you can do as a bystander:

- Divert the intended victim (e.g., “help me; I don’t feel well!”)
- Distract the perpetrator (e.g., “looks like your car is being towed; a police officer is on the way!”)
- Delegate to a person of authority (e.g., if at a party let a parent, or other adult know of the situation)
- Direct, confront the perpetrator (e.g., “don’t speak to her that way; you are in trouble”)

C. Risk Reduction Tips

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to blame victims, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you reduce your risk of experiencing a nonconsensual sexual act.

- Make your personal limits known as early as possible.
- Be aware of your alcohol or drug intake. Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Never leave a party or event with a person you don’t know.
- Never consent to send another person a picture of any part of your body without clothing.
- Take care of your friends or colleagues and ask that they take care of you.



- Never leave a friend at a party or allow the friend to leave a party with someone not known to them. Contact trusted adults to intervene.

D. Potential Aggressor

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- Understand and respect personal boundaries.
- **DON'T MAKE ASSUMPTIONS** about consent; about age; about someone's sexual availability; about whether they are attracted to you; about how far you can go; or about whether they are physically and/or mentally able to consent.
- If there are any questions or ambiguity, then you **DO NOT** have consent.
- Remember that students cannot consent to sexual behavior.

Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading them. You must respect the boundaries for sexual behaviors.

- Don't take advantage of someone's drunkenness or drugged state, even if they did it to themselves.
- Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size.
- Don't abuse that power. Understand that consent to one form of sexual behavior (e.g., kissing) does not automatically imply consent to other forms of sexual behavior.
- Silence and passivity cannot be interpreted as an indication of consent.
- Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

Training

Training on sexual misconduct: discrimination, harassment, and violence is included in district's education program.

In-person training for student groups and students will be conducted through a variety of presentations, student orientation, and other meetings. In-person training for Active Bystander Intervention skills may include: on-going campus campaigns and information at a variety of events



concerning this policy and appropriate behaviors. Information will be placed on the district’s website and brochures devoted to educating students will be presented at prevention workshops.

Mandatory training for employees will be provided through in-person training on sexual misconduct to include: discrimination, harassment, violence and mandatory reporting obligations. In-person training for Active Bystander Intervention skills may include: ongoing campus campaigns and information provided at events. Training will include an explanation of the district’s policy, appropriate behaviors, bystander intervention strategies, location of information on the district’s website, and brochures devoted to educating employees.

Resources available to all of the district community:

Broken Arrow Police Department – 918-259-8400

Call Rape/Tulsa Rape Crisis-(918) 585-3143-provides confidential resources off-campus

Tulsa Police Department-911 for emergencies; (918) 596-9222 for non-emergencies

Tulsa 211 Helpline - (918)836-4357

Oklahoma Coalition Against Domestic Violence and Sexual Assault (405)524-0700-provides confidential resources off campus

Oklahoma Safeline - (800) 522-7233 – provides confidential resources off campus

Free Speech and Academic Freedom

Members of the district community enjoy significant free speech protections guaranteed by the First Amendment of the United States Constitution. This policy is intended to protect members of the district community from discrimination and is not designed to regulate protected speech. No provision of this policy shall be interpreted to prohibit conduct that is legitimately related to course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic or literary expression of students in classrooms and public forums. However, freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct that violates federal or state antidiscrimination laws.

Availability of other Complaint Procedures

In addition to seeking criminal charges through local law enforcement, members of the district community may also file complaints with the following entities regardless of whether they choose to file a complaint under this procedure:

Office for Civil Rights
400 Maryland Avenue, SW
Washington, D.C. 20202-1100



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Customer Service Hotline: (800) 421-3481

Email: OCR@ed.gov

Office for Civil Rights:

Kansas City Field Office: OCR.KansasCity@ed.gov, (816) 268-0550;

Washington D.C.: OCR@ed.gov 1-800-421-3481

Equal Employment Opportunity Commission:

Oklahoma City Field Office: 1-800-669-4000;

Washington D.C.: 1-800-669-4000, Eeoc.gov/contact

Distribution

The district shall: prominently display on its website the required contact information for the Title IX Coordinators; post training materials used to train Title IX Coordinators and related Title IX Officials, Investigators, and Hearing Officers on its website; and notify applicants for employment, parents or legal guardians of elementary and secondary school students, and employee organizations—of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinators.

Source: *Broken Arrow Board of Education policy adoption, November 9, 2020.*

Broken Arrow Board of Education policy revised, May 9, 2022.

Broken Arrow Board of Education policy revised, November 6, 2023.