



Meeting of the Board of Directors
Western Gateway Elementary School

Thursday, June 17, 2021
4:00 pm

P.O. Box 2362 Oklahoma City, OK 73101
1300 SW 15th Street Oklahoma City, OK 73108
www.westerngateway.school

Western Gateway Elementary School, Inc.
Board of Directors Meeting
AGENDA

June 17, 2021, 4:00 PM

309 NW 13th St STE 103, Oklahoma City, OK 73103

Board members:

Blair Humphreys, Pete White, Ashley Terry, Edgar Medina

School Representatives:

Heather Zacarias, Head of School; Diana Bedwell, Administrative Assistant; Leslie Batchelor, Legal Counsel; Steve Huff, Charter School Consultant; Aylin Murillo, Attendance Clerk

Access to the board agenda will be posted on the Western Gateway Website,

<https://www.westerngateway.school> *Click on About Us, then click on Board of Directors, scroll down to 2020-21 meetings for the agenda.

Official action can be taken only on items which appear on the Agenda. The WGES Board of Directors may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Board or the Chair may refer the matter to the Head of School or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

- | | |
|----------------------------|------------------|
| 1. Call to Order & Welcome | Blair Humphreys |
| 2. Roll Call | Blair Humphreys |
| 3. Construction Update | Ashley Terry |
| 4. Head of School Update | Heather Zacarias |
| a. Staffing | |
| b. Community Outreach | |
| c. Enrollment/ Lottery | |
| 5. Consent Agenda | Blair Humphreys |

The following items concern reports and items of a routine nature normally approved at Board meetings. They will be considered and voted on together as a group with one vote; provided that any Board member may ask that one or more items be considered and voted on separately. The Consent Agenda includes discussion, consideration, and possible action upon the following items:

- a. Approval of Minutes from May 19, 2021
 - b. Approval of May 2021 financial reports
 - c. Approval of Purchase Orders # 2021-11-35 through 2021-11-36 and any changes to any prior existing purchase orders
 - d. Approval of Support staff employee agreements for 2021-22: Sally Quintero, Maria Luna, Heather Smiley, and Sandra Jaime
6. Consideration and possible action to amend the 2021-22 Support Staff contract to strike the following statement in section III Benefits, "This position is not eligible for teacher retirement," and replace with "Non-classified optional employees are eligible for participation in the Oklahoma Teacher Retirement System (TRS)" in compliance with SB 683.
 7. Consideration and possible action to approve certain Student and Instructional Policies, specifically:
 - a. Student Uniforms
 - b. Immunization-Students
 - c. Student Medication

- d. Vision Screening
 - e. Bullying Prevention
 - f. Student Discipline
 - g. Student Discipline-Out of School
 - h. Student Discipline-Procedure for Students with Disabilities
 - i. Substance Use by Students
 - j. Suspension of Students and Revocation of Transfer
 - k. Head Lice
 - l. Parent-Student and School Agreement
 - m. English Language Learners and the Dual Language Bilingual Education Program
 - n. Gifted and Talented Education
 - o. Testing Programs
 - p. Title I Parent Involvement
8. Action to enter into an Executive Session, if desired, as authorized by 25 O.S. § 307(B)(1), for the purpose of discussing the employment, including evaluation of performance and possible merit bonus, of an individual salaried public officer or employee with respect to Ms. Heather Zacarias as Head of School
- a. Executive Session, as authorized by 25 O.S. § 307(B)(1), for the purpose of discussing the employment, including evaluation of performance and a possible merit bonus, of an individual salaried public officer or employee with respect to Ms. Heather Zacarias as Head of School
 - b. Action to reconvene into open session of the regular meeting of the Board of Directors of WGES
9. Consideration and possible action to approve a merit bonus for Head of School Heather Zacarias.
10. Comments by board members and/or public comments.
11. New business
12. Adjourn

WESTERN GATEWAY ELEMENTARY SCHOOL, INC.

Minutes

Board of Directors Meeting

Wednesday, May 19, 2021, 2:30 pm

This meeting of the Board of Directors of Western Gateway Elementary School, Inc. was held on Wednesday, May 19, 2021, at 2:30 pm. The meeting was held by teleconference (via Zoom videoconferencing) as authorized by SB 1031, and all Board members chose to attend in person at the meeting site, 309 NW 13th Street, Suite 103, Oklahoma City, pursuant to 25 O.S. § 307.1(C)(3).

Statement of Compliance with the Oklahoma Open Meeting Act:

The meeting agenda was delivered to the Oklahoma County Clerk on Monday, May 17, 2021, and had been posted on Monday 17, 2021, before 10:00 am on the school website: <http://www.westerngateway.school>

1. Call to Order

Mr. Blair Humphreys called the meeting to order at 2:30 p.m. on May 19, 2021.

2. Roll Call

Mr. Humphreys called the roll. Board members present were: Mr. Humphreys, Mr. Pete White, and Ms. Ashley Terry . Others present were: Heather Zacarias (Head of School), Leslie Batchelor (Legal Counsel), Steve Huff, Diana Bedwell, Jeff Jenkins, and Aylin Murillo.

3. Consideration and possible action upon the nomination of Mr. Edgar Medina as a member of the Board of Directors.

Mr. White made a motion to elect Edgar Medina as a member of the Board of Directors for Western Gateway Elementary School, Inc. Ms. Terry seconded the motion. A vote was made to approve the motion. Mr. White, Ms. Terry, and Mr. Humphreys approved the motion.

Ayes: White, Humphrys, Terry

Nays: none

4. Construction Update from Ashley Terry; Wheeler Community Foundation, Inc.

Ms. Terry shared an update that included the playground equipment being installed. She noted that last month, the Board had been given a tour. She informed the Board that the construction project is still on track for completion on time. Mr. Medina, our newest Board Member, will be given a tour next week.

5. Update from Heather Zacarias; Head of School

Heather Zacarias shared a staffing update that included our newly hired teaching assistant, Sally Quintero. Ms. Zacarias also updated the Board on community outreach. She has been meeting with several community leaders to introduce Western Gateway to the neighborhood surrounding the school. There have also been several events in the community, including a door knocking campaign to let the neighbors know about the school and how to enroll. Flyers and posters have been placed in several locations around the school and in common family gathering areas. Next, Ms. Zacarias updated the Board on the enrollment numbers and the lottery. The first enrollment window closed on May 16, 2021. A second enrollment window opened on May 17, 2021 until June 17, 2021. Lastly, Ms. Zacarias informed the Board on the curriculum and materials that are being purchased for the school.

6. Consideration and authorization of WGES Consent Agenda

A motion was made by Mr. White to approve the Western Gateway consent agenda. The motion was seconded by Ms. Terry, and approved on the following vote:

Ayes: Terry, White, Humphreys

Nays: none

7. Consideration and possible action to approve the Application for Temporary Appropriations for 2021-22 school year as prepared by Jenkins & Kemper, Certified Public Accountant, P.C.

Ms. Terry made a motion to approve the Application for Temporary Appropriations. The motion was seconded by Mr. White.

Ayes: Terry, White, Humphrys

Nays: none

8. Consideration and possible action to approve certain Administrative Policies as follows:

- a. School Calendar Policy
- b. Transfer and Release of Confidential Information Policy
- c. Healthy and Fit Policy
- d. Wellness Policy
- e. School Safety Policy
- f. Distribution of Outside Material Policy
- g. Open Records Policy
- h. Non-Discrimination Policy
- i. Sanctioning Organizations Policy
- j. Smoke-Free/Tobacco Free Policy

Mr. White made a motion to approve the following Administrative Policies. The motion was seconded by Ms. Terry.

Ayes: Terry, White, Humphrys

Nays: None

9. Consideration and possible action to approve the WGES Head of School in purchasing the following curriculum with the ability to (adjust purchasing if cost changes).
- a. Benchmark Workshop/Taller
 - b. Great Minds Eureka Math
 - c. TWIG Science
 - d. Velazquez Press Prek Bilingual Materials
 - e. Itchy's Alphabet Early Childhood Spanish/English Language Arts
 - f. Heggerty Phonemic Awareness
 - g. Benchmark Assessment System
 - h. Lakeshore Learning Materials & Manipulatives (Classroom, Fine Arts, STEM, PE)

Ms. Terry made a motion to approve the WGES Head of School in purchasing the curriculum and materials. The motion was seconded by Mr. White.

10. Board Comments

None

11. New Business

None

12. Adjournment

A motion was made by Mr. White to adjourn the meeting. The motion was seconded by Ashley Terry and approved on the following vote.

Ayes: White, Terry, Humphreys

Nays: none

The meeting was adjourned at 3:02 pm.

Diana Bedwell, Acting Secretary

**WESTERN GATEWAY CHARTER SCHOOL
OKLAHOMA CITY, OKLAHOMA**

MONTHLY FINANCIAL REPORT

May 31, 2021 and Year to Date

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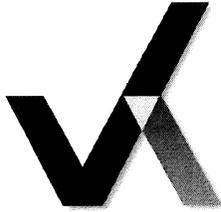
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Gifts Fund Revenue/Expenditure Summary



JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

June 1, 2021

Honorable Board of Trustees
Western Gateway Charter School
Oklahoma City, Oklahoma

I have compiled the accompanying statement of assets, liabilities, and net assets – cash basis for Western Gateway Charter School as of May 31, 2021 and the related statements of revenues and expenses – cash basis for the eleven (11) months then ended for the General and Gifts Funds. My compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplemental information that is the representation of the management. I have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them. However, I did become aware of a departure from the cash and budgetary basis of accounting that is described in the following paragraph.

The regulatory basis of accounting requires a specific format of presentation of governmental funds and the accompanying presentation does not comply with that format. Additionally, fixed assets and any related debt are not included in the statement of assets, liabilities and net assets presented on a cash basis. Any such accounts are reflected in the statement of revenues and expenses as a corresponding receipt and/or expenditure of funds. The effects of these departures on the financial statements have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's assets, liabilities, net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

I am not independent with respect to Western Gateway Charter School.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jack H. Jenkins
Certified Public Accountant

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
 STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
 AT MAY 31, 2021**

	<u>General Fund</u>	<u>Gifts Fund</u>	<u>Totals</u>
Assets			
Cash	\$ 282,987.66	270,000.00	552,987.66
Liabilities			
Outstanding Payments	8,214.90	-	8,214.90
Net Assets	\$ 274,772.76	270,000.00	544,772.76

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF REVENUE AND EXPENSES- GENERAL FUND - CASH BASIS**

	<u>Source Codes</u>	<u>2020-21 Budgeted</u>	<u>2020-21 As of 5/31/21</u>	<u>% of YTD to Budgeted</u>
<u>Revenue</u>				
Donations - Miscellaneous	1610	\$ -	5.01	N/A
Donations - Inasmuch (Proj. 001)	1610	80,000.00	80,000.00	100.0%
Donations - Wheeler (Proj. 002)	1610	67,000.00	67,000.00	100.0%
Donations - Walton (Proj. 003)	1610	225,000.00	225,000.00	100.0%
CSP Grant (Proj. 771)	4462	450,000.00	321,231.03	71.4%
Transfer/Correcting Entries	5000	3.00	3.00	100.0%
Total revenue		<u>822,003.00</u>	<u>693,239.04</u>	84.3%
 <u>Expenditures</u>				
Payroll		176,000.00	140,632.28	79.9%
Accounts Payable		<u>568,348.00</u>	<u>277,834.00</u>	48.9%
Total expenditures		<u>744,348.00</u>	<u>418,466.28</u>	56.2%
 Revenue over (under) expenses				
		77,655.00	274,772.76	
Net Assets (beginning)	6110	-	-	N/A
 Other Financing Sources (Uses):				
Transfers available from Gift Fund		<u>270,000.00</u>	-	
Ending Net Assets		<u>\$ 347,655.00</u>	<u>274,772.76</u>	

SUPPLEMENTAL INFORMATION

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
GENERAL FUND - SUPPLEMENTAL REPORT OF REVENUE BY MONTH - CASH BASIS

	<u>Totals</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>
Donations - Miscellaneous	5.01	0.01	-	-	-	-	-	-	-	-	-	5.00
Donations - Inasmuch (prj 001)	80,000.00	-	-	-	-	80,000.00	-	-	-	-	-	-
Donations - Wheeler Community (prj 002)	67,000.00	-	17,000.00	50,000.00	-	-	-	-	-	-	-	-
Donations - Walton Family (prj 003)	225,000.00	-	-	-	-	-	-	-	-	225,000.00	-	-
CSP Grant	321,231.03	-	-	-	11,188.08	29,243.03	35,813.59	13,179.03	-	21,297.12	19,606.39	190,903.79
Non-revenue sources	3.00	-	3.00	-	-	-	-	-	-	-	-	-
	<u>693,239.04</u>	<u>0.01</u>	<u>17,003.00</u>	<u>50,000.00</u>	<u>11,188.08</u>	<u>109,243.03</u>	<u>35,813.59</u>	<u>13,179.03</u>	<u>-</u>	<u>246,297.12</u>	<u>19,606.39</u>	<u>190,908.79</u>

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF EXPENSES BY PROJECT/OBJECT
- GENERAL FUND - CASH BASIS**

Classification (Project-Object)	Object	2020-21 Original Budget	2020-21 As of 5/31/21	% of YTD to Budg.
General Fund & Local Codes (Proj. 000)				
Dues and Fees	800	370.00	289.00	78.11%
Reimbursement/Correcting Entries	900	3.00	3.00	100.00%
Subtotal		<u>373.00</u>	<u>292.00</u>	78.28%
Donations - Inasmuch (Proj. 001)				
Legal Expenses	354	10,000.00	5,980.00	59.80%
Professional Development	359	7,000.00	5,600.00	80.00%
Insurance	520	10,000.00	4,361.90	43.62%
Communications	530	15,000.00	12,943.50	86.29%
Advertising	540	12,800.00	10,371.00	81.02%
Printing	550	11,000.00	3,482.45	31.66%
Office Supplies and Tech	600	6,400.00	160.34	2.51%
Dues and Fees	800	100.00	100.00	100.00%
Subtotal		<u>72,300.00</u>	<u>42,999.19</u>	59.47%
Donations - Wheeler (Proj. 002)				
Communications	530	1,050.00	1,019.00	97.05%
Building Rent	443	61,000.00	-	0.00%
Office/Tech Supplies	600	4,950.00	829.38	16.76%
Subtotal		<u>67,000.00</u>	<u>1,848.38</u>	2.76%
Donations - Walton (Proj. 003)				
Salaries/Employee Benefits	100-299	3,000.00	2,729.57	90.99%
Legal Services	354	10,000.00	-	0.00%
Communications	530	15,000.00	9,487.50	63.25%
Advertising	540	-	-	N/A
Office Supplies and Tech	600	126,675.00	1,675.00	1.32%
Subtotal		<u>154,675.00</u>	<u>13,892.07</u>	8.98%
CSP Grant - OPSRC (Proj. 771)				
Salaries/Employee Benefits	100-299	173,000.00	137,902.71	79.71%
Workers Compensation	290	-	554.00	N/A
Administrative Services (EAS)	311	-	3,625.00	N/A
E-Rate Services	312	3,000.00	3,630.00	121.00%
Accounting Services (OCAS)	331	25,000.00	3,000.00	12.00%
Legal Services	354	16,000.00	16,000.00	100.00%
Professional Development (in house)	359	500.00	-	0.00%
Online Software/Communications	530	-	4,955.00	N/A
Advertising	540	13,500.00	13,500.00	100.00%
Office/Instructional Supplies	619	-	283.00	N/A
Books/Periodicals	640	18,000.00	-	0.00%
Furniture and Fixtures	651	200,000.00	173,947.40	86.97%
Technology Equipment	653	1,000.00	1,670.00	167.00%
Fees/Registrations	800	-	367.53	N/A
Subtotal		<u>450,000.00</u>	<u>359,434.64</u>	79.87%
Grand Total		<u>744,348.00</u>	<u>418,466.28</u>	56.22%
Payroll Expenses	100-200	176,000.00	140,632.28	79.90%
Non-Payroll Expenses	300-900	568,348.00	277,834.00	48.88%
Totals		<u>744,348.00</u>	<u>418,466.28</u>	56.22%

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
SUPPLEMENTAL COMPARISON OF EXPENSES - CASH BASIS**

	2020-21 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>
July	-	3.00
August	11,188.08	3.00
September	11,929.03	10,004.50
October	11,929.03	6,022.53
November	11,929.03	13,275.50
December	11,929.03	1,290.00
January	14,492.12	8,022.00
February	16,131.39	9,958.87
March	16,131.39	18,244.90
April	17,348.59	186,985.20
May	17,624.59	24,024.50
June	-	-
	<u>140,632.28</u>	<u>277,834.00</u>
		<u>418,466.28</u>

Western Gateway Elementary School Inc.**Revenue/Expenditure Summary****Options:** Fund: 81, Date Range: 7/1/2020 - 5/31/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
001 INASMUCH FOUNDATION	\$0.00	\$170,000.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$170,000.00
003 WALTON GRANT	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00
Total	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	\$0.00	\$270,000.00

Fund	Vendor Name	PO No	PO Date	Description	Encumbered	Paid	Unpaid
11	MUNICIPAL ACCOUNTING SYSTEMS, INC.	1	9/21/2020	ACCOUNTING SOFTWARE	\$4,793.00	\$4,793.00	\$0.00
11	CENTER FOR ECONOMIC DEVELOPMENT LAW	2	9/21/2020	LEGAL FEES	\$36,000.00	\$25,765.00	\$10,235.00
11	NUEVO STUDIO	3	9/25/2020	LOGOS FOR ADS AND PRINTING	\$5,500.00	\$5,500.00	\$0.00
11	OSAG	4	9/25/2020	WORKERS COMP	\$554.00	\$554.00	\$0.00
11	EAS CONSULTING, INC.	5	9/25/2020	ADMIN MGMT SERVICES	\$9,200.00	\$3,625.00	\$5,575.00
11	USPS	6	9/25/2020	POSTAGE	\$400.00	\$369.00	\$31.00
11	OKLAHOMA TEACHER'S RETIREMENT	7	10/1/2020	TR	\$22.53	\$22.53	\$0.00
11	LA COSECHA	8	10/7/2020	PROFESSIONAL DEVELOPMENT	\$345.00	\$345.00	\$0.00
11	MIDFIRST BANK	9	7/1/2020	BANK FEES	\$262.00	\$208.00	\$54.00
11	BRAID CREATIVE	10	11/11/2020	BRANDING	\$12,800.00	\$11,925.00	\$875.00
11	JENKINS & KEMPER CPA, P.C.	11	11/20/2020	TAX RETURN PREPARATION	\$350.00	\$350.00	\$0.00
11	MIDFIRST BANK	12	11/10/2020	BANK FEES	\$84.00	\$84.00	\$0.00
11	OKLAHOMA CONSULTING AND ACCOUNTING	13	12/7/2020	ACCOUNTING SERVICES	\$3,000.00	\$2,650.00	\$350.00
11	WHEELER COMMUNITY FOUNDATION	14	1/11/2021	GOOGLE SUITE USAGE	\$120.00	\$120.00	\$0.00
11	KELLOGG & SOVEREIGN CONSULTING, LLC	15	1/15/2021	E-RATE MANAGEMENT SERVICES OUSF COMPLIAN	\$3,630.00	\$3,630.00	\$0.00
11	TANGO PUBLIC RELATIONS LLC	16	1/18/2021	PUBLIC RELATIONS	\$5,500.00	\$5,300.00	\$200.00
11	ELITE TECHNOLOGY SOLUTIONS, LLC	17	1/22/2021	ADMIN LAPTOP	\$2,115.00	\$2,115.00	\$0.00
11	BRITTNEY NICOLE BIERSCHEK	18	2/3/2021	PROFESSIONAL DEVELOPMENT	\$9,500.00	\$7,000.00	\$2,500.00
11	CANDOR	19	2/3/2021	MARKETING, PR, WEBSITE SUPPORT	\$30,000.00	\$25,079.09	\$4,920.91
11	OPSRC	20	2/18/2021	WEBSITE HOSTING	\$650.00	\$650.00	\$0.00
11	ROCKET COLOR	21	2/18/2021	10 PADS OF 50 PRINTING	\$4,000.00	\$1,548.45	\$2,451.55
11	CAPITOL HILL GRAFFIX	22	2/18/2021	MUGS PRINTING	\$400.00	\$240.00	\$160.00
11	HEATHER ZACARIAS	23	2/18/2021	REIMB FOR SUPPLIES/SERVICES	\$789.38	\$709.38	\$80.00
11	SAM'S CLUB	24	2/26/2021	OFFICE SUPPLIES	\$2,000.00	\$100.00	\$1,900.00
11	STAPLES	25	2/26/2021	OFFICE SUPPLIES	\$1,500.00	\$160.34	\$1,339.66
11	AMAZON CAPITAL SERVICES	26	2/26/2021	OFFICE SUPPLIES	\$7,140.62	\$0.00	\$7,140.62
11	LAKESHORE LEARNING	27	2/26/2021	CURRICULUM DEVELOPMENT AND SUPPLIES	\$125,000.00	\$0.00	\$125,000.00
11	QUINTELLA PRINTING	28	3/23/2021	PRINTING	\$5,000.00	\$3,465.25	\$1,534.75
11	OKLAHOMA SHIRT COMPANY	29	3/23/2021	SHIRT PRINTING	\$1,000.00	\$355.00	\$645.00
11	NWEA	30	3/30/2021	TESTING	\$1,675.00	\$1,675.00	\$0.00
11	METRO FAMILY MAGAZINE	31	3/30/2021	ADVERTISING	\$1,500.00	\$1,146.00	\$354.00
11	BECKMAN COMPANY	32	3/30/2021	ELL INSURANCE	\$10,000.00	\$4,811.90	\$5,188.10
11	SCOTT RICE	33	4/1/2021	CLASSROOM FURNITURE	\$173,947.40	\$173,947.40	\$0.00
11	LAND'S END	34	5/5/2021	SHIRT PRINTING	\$600.00	\$0.00	\$600.00
11	VELAZQUEZ PRESS	35	5/5/2021	CURRICULUM	\$18,000.00	\$0.00	\$18,000.00

11	JOURNAL RECORD	36	5/20/2021	ADVERTISING	\$108.78	\$108.78	\$0.00
11	HEATHER ZACARIAS	50000	8/31/2020	PAYROLL	\$118,534.72	\$118,534.72	\$0.00
11	DIANA BEDWELL	50001	1/29/2021	PAYROLL	\$19,367.99	\$19,367.99	\$0.00
11	AYLIN MURILLO	50002	4/30/2021	PAYROLL	\$2,729.57	\$2,729.57	\$0.00

\$618,118.99 \$428,984.40 \$189,134.59

Western Gateway Elementary School

2021-2022 SUPPORT STAFF EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into effective as of August 1, 2021 by and between Western Gateway Elementary School, Inc. an Oklahoma public charter school, (hereinafter referred to as “Employer” or “School”) and _____ (hereinafter referred to as “Employee”). In consideration of the mutual covenants set forth below, Employer agrees to hire Employee and Employee agrees to be employed by Employer on the following terms and conditions:

I. DESCRIPTION OF DUTIES

A. Name of Position:

The Employee shall be employed in the capacity of: _____

B. Employee Duties:

The job description attached outlines the essential job functions or duties of this position. Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer. School may unilaterally change the essential job functions and duties of employee’s position during the employment. **Employee’s duties shall include at least one hundred eighty (180) instructional days, or, in any event, not less than the annual minimum number of hours of instruction required by State law.** Employee shall report for duty on the date requested by the Head of School.

C. Adherences to Employer’s Policies, Procedures, Rules and Regulations:

Employee shall adhere to all of the policies, procedures, rules and regulations set forth by the Employer as well as any applicable law. Employee shall be responsible to be familiar with any policies, procedures, rules and regulations and laws applicable to him/her. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Employee Handbook, any summary benefit plan descriptions, or any other personnel practices or policies of Employer. To the extent that Employer’s policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

D. Duty of Loyalty, Confidentiality, Candor and Best Efforts:

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer’s interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that they shall only be entitled to the compensation and benefits as set forth in this Agreement and the Employee Handbook. Employee shall not disclose any confidential student, staff and/or School information and/or communication. Employee shall be honest and forthright with School administration. Employee also agrees not to use any in-class activities, hours, and/or students for any personal or non-School purpose or benefit of the Employee (including any personal educational benefit of the Employee) without the express written approval of the supervising teacher and the Head of the School, or designee.

II. COMPENSATION TERMS

A. Compensation:

The employee shall receive an annual base salary of \$_____ (step) and be paid [monthly in 12 equal payments].

The Employer may adjust the base salary in order to meet any requirements enacted in state law, as funds are available. Employer shall deduct or withhold from compensation any and all sums required for state/federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future.

B. Sick Leave and Personal Leave Days:

No sick leave from any previous employer(s) will be accepted by Employer. Employee shall have one day of sick leave at the time of employment and shall be entitled to accrue additional days of sick leave over time at an equivalent of one day per month of contract employment up to a maximum of ten (10) days per school year. Additionally, earned but unused sick leave will be calculated for the following purposes: A.) Calculating years of experience with the Oklahoma Teacher Retirement System (if eligible) and B.) Upon termination, transitioning to a new employer willing to accept any unused and/or accrued leave.

Employee shall receive one (1) personal business leave day at the time of employment and shall then accrue one additional personal business leave day for each successive semester of employment for an amount of two (2) total days per school year thereafter. Further details concerning employee leave / benefits may be found in the Employee Handbook.

No more than thirty (30) earned but unused cumulative sick and/or personal business leave days may be carried over to subsequent school years. Employee shall not be entitled to any compensation for any unused or accrued sick or personal leave, other than the discretionary bonuses described below in Section II.C.

C. Bonus:

The School may pay a bonus (stipend) considering one or more of the following factors: (a) for any earned, but unused sick leave; (b) for any earned, but unused personal days; (c) merit/evaluation; and (d) total years of employment.

III. BENEFITS

A. Insurance & Retirement:

Employer will supply health insurance for all eligible employees through the Oklahoma Employees Group Insurance Division (OEGID) in accordance with and as allowable by OEGID regulations and guidance. Coverage for Employee becomes effective the first day of the month following employment date. Employees declining participation in OEGID may receive compensation based on State guidelines. Optional insurance coverage (e.g., dental, vision, etc.) is available for purchase by Employee. ~~This position is not eligible for Teacher Retirement.~~ **Non-classified optional employees are eligible for participation in the Oklahoma Teacher Retirement System (TRS)**

B. Professional Licenses and Certifications:

Employee shall maintain any of those professional licenses necessary for the carrying out the functions and duties set forth in this Agreement. Said licenses include, but are not limited to, the following: proper license or certification issued by the Oklahoma State Department of Education. Employer also encourages Employee to gain membership

in associations related to education and/or the teaching profession. Employer may, at its discretion, assist with payment for those memberships which employer considers to be essential to the employment and sufficiently benefit to the School.

IV. TERMINATION:

Employment with the School is at-will, and, by executing this Agreement, Employee is hereby agreeing that the School may terminate the employment relationship at any time, with or without cause, with or without advance notice, and at the School's sole and unreviewable discretion. No one other than the Board of the School as the authority to alter the at-will nature of this employment relationship. Without impacting the at-will nature of this employment relationship, the School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with School policy. In addition, by entering this Agreement, Employee hereby agrees and acknowledges that Employee is accepting employment with the School and that such employment shall be binding until Employee has been legally discharged from the employment position or released from the employment position and/or duties of employment. Until Employee has been thus discharged or released, Employee shall not have authority to enter into an agreement for employment with any other employer in the same or similar capacity.

V. NON-RECRUIT COVENANT

Employee agrees not to recruit any of Employer's employees for the purpose of any outside business either during or for a period of one year after Employee's tenure of employment with Employer. Employee agrees that such effort at recruitment also constitutes a violation of the non-solicitation covenant set forth above.

VI. MISCELLANEOUS PROVISIONS

A. Entire Agreement:

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

B. The Effect of Prior Agreements or Understandings:

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

C. Severability of Agreement:

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

D. Waiver of Breach:

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

E. Assignment:

This Agreement may not be assigned by either party without prior written consent of the other.

F. Governing Law:

This Agreement will be governed by, construed, and enforced in accordance with Oklahoma law.

G. Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect unless such partial invalidity or unenforceability would defeat an essential purpose of the Agreement.

Employee's Signature

Date

Head of School

Date

POLICY S-001
STUDENT UNIFORMS

Introduction

The Western Gateway Elementary School Board of Education requires the wearing of student uniforms in order to promote and to maintain an orderly and safe learning environment, to eliminate distractions while at school so as to increase the focus on instruction, to minimize socio-economic differences so that all students are treated equally, and to encourage and to promote professional and responsible dress for all students. In recognition of the right of students to express themselves in the manner of dress, students have the right to choose their own grooming and clothing styles subject to the requirements of this policy.

Generally, students should regard neatness and cleanliness in grooming and clothing as important. Dress or grooming which is in any way disruptive to the operation of the school will not be permitted.

Head of School ("HOS"), in conjunction with persons in leadership roles, may regulate dress and grooming of students who participate in a particular activity if the HOS reasonably believes that the student's dress or grooming creates a hazard, or may prevent, interfere with, or adversely affect the purpose, direction, or effort required for the activity to achieve its goals. Exceptions to the student uniform may be made to meet needs of specific classes such as extra-curricular activities. Additionally, HOS may designate days for students to wear particular attire in recognition of school-wide events such as Spirit Day, Community Helper Day, etc. and may provide for days when the student uniform shall not be required.

No student shall be denied attendance at school or be otherwise penalized for failing to wear clothing that complies with the school uniform if such failure is due to financial hardship. Parents of any student who may not be able to comply with the school's uniform requirements should advise the HOS that obtaining the required uniform will present a financial burden. The School will offer to assist students who are having difficulty complying with their school's uniform requirements due to financial hardships and shall develop a program to assist students in obtaining clothes that comply with the uniform. The School may establish a trade or resale plan for reusable uniforms through parent organizations. The school may provide for donations of clothing or financial assistance, operate a clothing closet where extra uniforms are kept, or provide coupons for stores that sell or provide clothing that meets the requirements of this uniform policy. The School may accept donations from the community, businesses, PTA, and other supporters for the purpose of meeting the needs of students for assistance with the cost of uniforms.

The following guidelines apply to all students while in attendance at school or school-sponsored events:

General:

- Clothing worn to school shall not be torn, cut-up, or slit and must be appropriately sized.
- Students shall not wear bedtime attire, such as pajamas, and shall not wear undershirts or undergarments as outerwear.
- Students shall not wear clothing that reveals the chest such as net shirts, undershirts, see-through blouses, halter tops, or tube tops or clothing that exposes a bare midriff, bodice, abdomen, or buttocks, or exposes undergarments.
- Students shall not wear any clothing (including outerwear), jewelry, accessories, or display tattoos that contain messages or images that are obscene, vulgar, or related to tobacco, drugs, alcohol, sex, and/or violence.
- Students may wear to school the uniforms designated by service/civic organizations including but not limited to Cub Scouts, Boy Scouts, Brownies, Girl Scouts, Camp Fire, or Blue Birds.

Pants/Slacks/Skirts/Shorts/Skortts/Dresses:

- The HOS shall designate specific colors of pants, slacks, skirts, shorts, skortts, or dresses that may be worn. Jeans are also permitted as uniform pants, shorts, skirts, skortts, or dresses.
- Pants, slacks, skirts, shorts, and skortts shall be appropriately fastened at the waist. No sagging or “low rise” clothing is allowed.
- Leggings may be worn only as an accessory under skirts, skortts, or dresses that meet uniform requirements.
- Hemlines must be of modest length (eg., not above the fingertip of the wearer with the arm).

Shirts:

- The HOS shall designate specific colors and types of shirts, which may be worn. A shirt with the school logo will also be acceptable as a uniform shirt.
- Shirts may be long or short-sleeved and shall be collared.
- Shirts may not have visible insignias, logos, labels, words, or pictures except approved school logos or names.
- Shirts/blouses must be appropriately buttoned, zipped, or fastened.

Footwear:

- Students shall wear shoes and/or footwear at all times while on school property, and shoes with laces must be tied for safety.
- Students shall not wear flip-flops, beach, pool wear shoes, or house shoes.

Outerwear:

- Students may wear plain sweatshirts, sweaters, fleece jackets, or vests without hoods in the same colors as shirts designated for the school uniform. Sweaters, sweatshirts, or vests may have school approved logos and/or names but no other insignias, logos, words, or pictures.
- Coats may not be worn inside the building during the school day but shall be worn to school and placed in the location designated by the HOS. The HOS may make an exception if the building and/or classroom are unusually cold.

Hats/Jewelry/Accessories:

- Students may not wear caps, hats, or head coverings of any kind, including but not limited to, scarves, bandanas, and sweatbands inside a school building except for students with religious beliefs requiring a head covering, for medical reasons, or as approved by the school's administration for a special school activity.
- Jewelry and accessories which pose a safety concern for the student or others are prohibited.
- If a student wears a belt, the belt must be worn in the belt loops of the clothing, and appropriately fastened.

Students who violate this policy may be subject to disciplinary action.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 24-100.4.

POLICY S-002
IMMUNIZATION – STUDENTS

Introduction

The Western Gateway Elementary School seeks to provide an environment for students to study, interact, and learn. Such an environment should be reasonably free of known hazards that may threaten or endanger the health of our children or educators.

No child shall be admitted to this school unless and until certification from a licensed physician or an authorized representative of the State Department of Health is presented to the school administrators that such child has received or is in the process of receiving the immunization required by the State Department of Public Health unless an exemption has been granted by the State Department of Health from the immunizations on medical, religious, or personal grounds, in accordance with State law.

If a parent or guardian is unable to pay for the required immunizations, the School will refer the student to the Oklahoma County Health Department and other vaccine providers who will administer immunizations at no cost.

The following immunizations are required by the State Department of Public Health prior to the enrollment of a child in public school:

Guide to Immunization Requirements in Oklahoma: 2021-22 School Year



All children two months of age and older must present an immunization record or file for an exemption before they are allowed to attend child care or school in Oklahoma. Please read the bullets below for essential information.

Age/Grade	Required Immunizations with Cumulative Doses required	Recommended Immunizations
Child Care <i>Up to date for age</i>	4 DTaP (diphtheria, tetanus, pertussis) 1-4 PCV (pneumococcal) ◆ 1-4 Hib (<i>Haemophilus influenzae</i> type B) ◆ 1 MMR (measles, mumps, rubella) 1 Varicella (chickenpox)	3 IPV (polio) 2 Hep A (hepatitis A) 3 Hep B (hepatitis B) Seasonal influenza (flu)
Preschool/Pre-K	4 DTaP (diphtheria, tetanus, pertussis) 1 MMR (measles, mumps, rubella) 1 Varicella (chickenpox)	3 IPV (polio) 2 Hep A (hepatitis A) 3 Hep B (hepatitis B) Seasonal influenza (flu) 2 nd varicella at 4 years old Polio on or after 4 th birthday
Kindergarten-6th	5 DTaP (diphtheria, tetanus, pertussis) ★ 2 MMR (measles, mumps, rubella) 1 Varicella (chickenpox)	4 IPV (polio) ◀ 2 Hep A (hepatitis A) 3 Hep B (hepatitis B) Seasonal influenza (flu) 2 nd varicella at 4 years old Polio on or after 4 th birthday
7th-12th	1 Tdap (tetanus, diphtheria, pertussis) ● 5 DTaP (diphtheria, tetanus, pertussis) ★ 2 MMR (measles, mumps, rubella) 1 Varicella (chickenpox)	4 IPV (polio) ◀ 2 Hep A (hepatitis A) 3 Hep B (hepatitis B) ■ Seasonal influenza (flu) 2-3 HPV (human papillomavirus) 1-2 MCV4 (meningococcal ACWY) 2-3 Men B (meningococcal serotype B)

The current childhood immunization schedule may be found at <https://www.cdc.gov/vaccines/schedules/index.html>.

- Doses administered 4 days or less before the minimum intervals or ages are counted as valid doses. This does not apply to the 28-day minimum interval between doses of live vaccines not administered on the same day.
- If a parent reports their child had varicella disease (chickenpox), the child is not required to receive varicella vaccine. Record the child's history of varicella.
- The first doses of measles, mumps, and rubella (MMR), varicella, and hepatitis A vaccines must be administered on or after the child's first birthday (or within 4 days before the birthday), or they will not count toward the immunization requirement and must be repeated.
- It is not necessary to restart the series of any vaccine if a dose was given late or if a dose is past due. Additional doses of a vaccine series that are administered after the due date do not affect final immunity.
- Children may be allowed to attend child care and school if they have received at least one dose of all required vaccines due for their age or grade, and the next doses are not yet due. They must complete the remaining doses of vaccine on schedule. These children are in the process of receiving immunizations.
- Hib and PCV vaccines are not required for students in preschool, pre-kindergarten, or kindergarten programs operated by schools, unless the facility is a licensed child care facility. Hib and PCV vaccines are required for children attending licensed child care facilities.
- ★ If the 4th dose of DTaP is administered on or after the child's 4th birthday, then the 5th dose of DTaP is not required.
- ◆ The number of doses of PCV and/or Hib may range from 1 to 4 depending on the age of the child, when the first dose was given, and type of vaccine used.
- ◀ If the 3rd dose of IPV is administered on or after the child's 4th birthday, and at least six months from the previous dose, then the 4th dose of IPV is not required.
- Students 11 through 15 years of age who have not received Hep B vaccine may receive a 2-dose series of Merck® Adult Hepatitis B vaccine to comply with this requirement. All other children (younger or older) must receive 3 doses of pediatric hepatitis B vaccine.
- The Centers for Disease Control and Prevention (CDC) recommends a dose of Tdap on or after the 10th birthday even if previously received. An inadvertent dose of DTaP on or after the 10th birthday may be accepted for the 7th grade Tdap requirement.

For more information call the Immunization Service at (405) 426-8580 or visit our website at: <http://imm.health.ok.gov>.

Revised 05-07-2021 IMM 400

Adopted: June

LEGAL REFERENCE: 70 O.S. § 1210.191, et seq.

REFERENCE: CDC.GOV, Immunization Service Oklahoma State Department of Health Regulations.

<https://www.cdc.gov/vaccines/schedules/hcp/imz/child-adolescent.html>

<https://oklahoma.gov/health/prevention-and-preparedness/immunizations.html>

POLICY S-003
STUDENT MEDICATION

Introduction

The School seeks to ensure the safe, accurate administration of medication to students during school hours in accordance with applicable law, legal requirements, and safe practices.

Procedure

The medication must be delivered to the Head of School's office in person by the parent or guardian of the student unless the medication must be retained by the student for immediate self-administration. The medication will be accompanied by written authorization from the parent, guardian, or person having legal custody that indicates the following:

- Purpose of the medication,
- Time to be administered,
- Whether the medication must be retained by student for self-administration,
- Termination date for administering the medication, and
- Other appropriate information requested by the Head of School or designee.

The following personnel shall be authorized to administer medicine at school: The school nurse or, in the absence of the school nurse, the Head of School, or other school employees who have been designated in writing by the Head of School and/or the school nurse.

No medicine shall be administered unless the parent or guardian of the student has given the school written authorization to administer the medicine. The School shall keep on file the written authorization to administer medicine to a student.

Prescription medication shall be administered pursuant to the directions for the administration of the medicine listed on the prescription label or as otherwise authorized in writing by the physician prescribing the same. All medicine shall be properly stored in a locked cabinet, and not readily accessible to persons other than the persons who will administer the medication except medication retained by a student if the student has been authorized to self-administer medication as directed by the parent and physician in writing on the Authorization to Administer Medication form.

Self-administration medication by a student is permitted with written parental authorization. Additionally:

- The parent or guardian must provide the school with an emergency supply of the student's medication to be administered as authorized by state law.
- The school will inform the parent or guardian of the student, in writing, and the parent or guardian shall sign a statement acknowledging, that the Western Gateway Elementary School/Charter Elementary School and its employees and agents shall incur no liability as a result of any injury arising from the self-administration of medication by the student.

- Permission for the self-administration of medication is effective for the school year for which it is granted and shall be renewed each subsequent school year upon fulfillment of the above requirements.
- A student who is permitted to self-administer medication shall be permitted to possess and use appropriate medications at all times.
- Teachers and other appropriate school personnel will be given the names of students who have permission to self-administer medicine. Those names are to be kept confidential.

Definitions

Prescription Medication means medication contained in a prescription vial or other original container with a label that correctly states the name and address of the pharmacy, date of filling, name of patient, name of prescriber, prescription number, and directions for the administration of the medication.

Self-administration means a student's use of medication pursuant to prescription or written direction from a physician.

The Head of School or designee shall inform appropriate school personnel of the medication being administered; keep a record of the name of the student to whom the medicine was administered, the date the medicine was administered, the type or name of medicine that was administered, the dosage of the medicine that was administered, and the time the medicine was administered; and return unused prescriptions to the parent or guardian only. The "Log of the Administration of Medicine" form shall be used by each school to keep the record of all medicine administered by school personnel during each school year.

Nonprescription medication, including over-the-counter drugs such as aspirin, cough medicine, etc., may be administered by a school nurse or, in the absence of a nurse, an administrator or designated school employee, pursuant to written authorization of a parent, guardian, or person having legal custody of the student when other alternatives, such as resting or changing activities, are inappropriate or ineffective. The medication will be administered in accordance with label directions or written instructions from the student's physician. All medicine shall be properly stored, and not readily accessible to persons other than those persons who will administer the medication.

School personnel will not administer routine allergy injections or other injections to school personnel. The Head of School or designee may authorize the school nurse or LPN to administer injections or other emergency medications to students under special circumstances, providing the medication protocol is followed.

Diabetes Management

If a student with diabetes submits a diabetes management plan, within the meaning of the Diabetes Management in Schools Act, 70 O.S. § 1210.196.1 *et seq.*, the School will take reasonable steps to assist the student with the management of their diabetes care as provided in their diabetes management plan.

The School shall provide (with the permission of the parent, guardian, or person having legal custody of the student) to each employee who is responsible for supervising a student with diabetes an information sheet that:

- Identifies the student who has diabetes
- Identifies potential emergencies that may occur as a result of the diabetes of the student and the appropriate responses to emergencies
- Provides the telephone number of a contact person in case of an emergency involving the student.

The parent, guardian, or person having legal custody of the student is responsible for informing the designated official of any change in the student's health or change in medication.

This policy statement will be provided to a parent or guardian upon receipt of a request for long-term administration of medication.

Adopted: June

LEGAL REFERENCE: 10 O.S. § 170.1; 59 O.S. § 353.1; 70 O.S. § 1-116, et seq., 70 O.S. 1210.196.1-196.8

POLICY S-004
VISION SCREENINGS

Oklahoma law requires that the parent or guardian of each student enrolled in kindergarten, first, and third grades at a public school must provide proof that their student passed a vision screening within the last 12 months." State law further provides that no student shall be prohibited from attending school for the lack of a vision screening certification or an eye examination report.

The School will offer to all students yearly vision screenings, with the consent of the legal guardian, free of charge. The legal guardian will continue to receive the results. The School will comply with any state reporting requirements.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 1210.284.

POLICY S-005
BULLYING PREVENTION

Introduction

Western Gateway Elementary School recognizes that the need for student safety is imperative in order to promote a climate that is safe and conducive for learning.

Students are prohibited from bullying, harassing, threatening, or intimidating other students or school personnel. Bullying means any behavior, physical acts, verbal or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student.

The following steps shall apply to the investigation of reported incidents of harassment, intimidation, bullying, or threatening behavior:

- If any person is aware of, observes, or is a victim of bullying, harassing, threatening, or intimidating behavior or communications from a student, such person must report the behavior or communication to the Head of School.
- The Head of School will gather information deemed necessary to evaluate the incident.
- After completing any necessary investigation, the Head of School shall determine if the student accused of bullying, harassing, threatening, or intimidating behavior or communications engaged in prohibited conduct and, if so, shall determine the appropriate discipline.
- Parents and guardians of both victims and perpetrators of verified bullying will be notified and steps taken to rectify the actions of students involved.
- During the pendency of the investigation, the Head of School may take appropriate action to ensure the safety of all students or school personnel involved.
- If warranted, the Head of School shall notify law enforcement of the reported incident and cooperate with any law enforcement investigation.
- If the student's actions are determined to constitute harassing, intimidating, threatening, hazing, or bullying behavior or communications, the Head of School may, as a condition and part of any disciplinary action that is taken, recommend that available community mental health care options be provided to the student.
- The Head of School may also require that the student and the student's parent or guardian meet with the administrator, a school counselor, and/or other appropriate school personnel before being allowed to return to school.
- If a student is found to have falsely accused another student of harassment, intimidation, bullying, or threatening behavior as a means of retaliation, reprisal or as a means of bullying then they may be assigned disciplinary consequences as deemed appropriate by the Head of School.

Definitions/Terms:

“At school” means on school grounds, in school vehicles, at school-sponsored activities or at school-sanctioned events.

“Electronic communication” means the communication of any written, verbal, pictorial or video content by means of an electronic device, including, but not limited to, a telephone, or mobile or cellular telephone or other wireless telecommunication device or a computer.

“Threatening behavior” means any pattern or behavior or isolated action, whether or not it is directed at another person, that a reasonable person would believe indicates potential for future harm to students, school personnel, or school property.

Appropriate school personnel consists of site administration (Head of School, Assistant Head of School), counselor, and/or teacher.

Information from this policy shall be posted in areas deemed appropriate by the Head of School, and will be included in all student and faculty handbooks.

The Head of School or designee will conduct an annual training of preventing, identifying, responding and reporting incidents of bullying with their faculty and staff. The Head of School will also provide for an educational program for students and parents in preventing, identifying, responding to and reporting incidents of bullying.

Adopted: June

LEGAL REFERENCE: 70 O.S. §24-100.3 and §24-100.4; 21 O.S. § 850.

POLICY S-006
STUDENT DISCIPLINE

Introduction

The Board believes that student behavior should be based on respect and consideration for the rights of others. This policy and corresponding regulations define standards of conduct to which students are expected to conform, and provide options for the methods of control and discipline of students as required by law. In order to comply with the Board's statutory obligation to notify all students, teachers, and parents of the adoption of policies for the control and discipline of children attending this school, the substance of this policy shall be set forth in documents for students and parents and be distributed on an annual basis.

Classroom teachers have the responsibility of maintaining discipline in the classroom in accordance with this policy. Minor infractions of school rules may be handled by the teacher, the Head of School, or his or her designee. Disciplinary action is to be consistent with the Student Code of Conduct.

Western Gateway Elementary School's primary goal is to educate. However, education includes establishing norms of social behavior and assisting students in understanding and attaining those norms. Occasionally, corrective actions are necessary for the benefit of the individual and the School. It is the policy of the School that students may be disciplined for any misconduct related to the programs or activities of the School.

Each student shall be treated in a fair and equitable manner. Disciplinary action will be based on a careful assessment of the circumstances surrounding each infraction. The following are some examples of these circumstances:

- The seriousness of the offense;
- The effect of the offense on other students;
- Whether the offense is physically or mentally injurious to other people;
- Whether the incident is isolated or habitual behavior;
- The manifestation of a disability;
- Any other circumstances which may be appropriately considered.

Standards of behavior for all members of society are generally a matter of common sense. The following examples of behavior are not acceptable in society generally, and in a school environment particularly. The involvement of a student in the kind of behavior listed below will generally require remedial or corrective action. These examples are not intended to be exhaustive, and the exclusion or omission of unacceptable behavior is not an endorsement or acceptance of such behavior. When, in the judgment of a teacher or administrator, a student is involved or has been involved in unacceptable behavior, appropriate remedial or corrective action will be taken.

- Unexcused lateness to school
- Unexcused lateness to class
- Cutting class

- Leaving school without permission
- Refusing redirection or time-out
- Smoking
- Truancy
- Disrupting class
- Possessing or using alcoholic beverages or other mood-altering chemicals
- Stealing
- Forgery, fraud, or embezzlement
- Assault, physical and/or verbal
- Fighting
- Profanity
- Possession of weapons or other items with the potential to cause harm
- Distributing obscene literature
- Destroying/defacing/vandalizing school property
- Racial discrimination including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another student, an employee, or a visitor.
- Harassment because of race, sex, national origin, disability, religion, sexual orientation, or gender identity.
- Gang-related activity or action

Parents, guardians, and students enrolled in the School should be notified at the beginning of each school year that this policy is in effect. A copy of this policy will be made available upon request to parents or guardians at any time during the school year.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 6-114; 70 O.S. § 24-100.8; 70 O.S. § 24-101.3.

POLICY S-007
STUDENT DISCIPLINE – OUT-OF-SCHOOL

The Board recognizes that out-of-school conduct of students attending School is not normally a concern (a responsibility) of the Board. However, the Board believes that disciplinary action for conduct occurring off school property and not involving a school activity is proper if the conduct has an adverse effect upon the School. Therefore, it is the policy of this Board that any student will be subject to disciplinary action including, but not limited to, suspension from School for any conduct which, in the opinion of the school administrators, has an adverse impact upon the School, even if such misconduct occurs off school property and during non-school time. Such activity includes, but is not limited to, the following:

- Damaging school property;
- Engaging in activity that causes physical or emotional harm to other students, teachers, or other school personnel, including social media; and
- Engaging in activity that directly impedes discipline at School or the general welfare of School activities.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 6-114.

POLICY S-008

STUDENT DISCIPLINE – PROCEDURES FOR STUDENTS WITH DISABILITIES

Disciplinary Actions Resulting in Removal for 10 or Fewer School Days

Students with disabilities are expected to follow the student code of conduct. A student with a disability who has an IEP in effect can be removed from school through an out-of-school suspension or removed to another setting or to an appropriate Interim Alternative Educational Setting (IAES), just as any other student without a disability can, for up to a total of 10 school days, for violations of the student code of conduct or school rules. The 10 school days can be consecutive or cumulative and can occur over the course of one school year. It is not necessary for the IEP team to meet when this occurs. Likewise, it is not necessary for a manifestation determination to be completed, a functional behavior assessment to be conducted, a behavior intervention plan to be developed, or for any special education services to be provided if the removal is for 10 or fewer school days over the school year. However, as a best practice, Western Gateway Elementary School may choose to convene the IEP team to discuss the need for a functional behavior assessment or to review and make changes to the student's current behavior intervention plan. Additionally, in accordance with Oklahoma State law, an out-of-school suspension of any student for more than 5 consecutive school days requires Western Gateway Elementary School to provide the student with an education plan designed for the eventual reintegration of the student into school.

Disciplinary Actions Resulting in Removal for More than 10 School Days

When disciplinary actions result in removal for more than 10 school days in a school year **and** clearly indicate a **pattern of removal** that constitutes a change in placement, Western Gateway Elementary School must conduct a manifestation determination, and the IEP team must determine appropriate services that allow the student to continue to participate in the general education curriculum and progress toward meeting the goals outlined in the student's IEP, although in another setting.

If Western Gateway Elementary School officials determine that it is appropriate to suspend a student out of school for more than 10 **consecutive** school days, or to have a student's educational setting changed to an IAES for up to 45 school days due to the existence of a special circumstance, such as weapon or illegal drug possession or infliction of serious bodily injury on another person, Western Gateway Elementary School officials must notify the parent or adult student immediately of this decision.

Western Gateway Elementary School personnel must consider unique circumstances when determining whether a change in placement is appropriate for a student with a disability. These circumstances are best determined at the local level by Western Gateway Elementary School personnel who know the student and the facts and factors related to the behavioral violation. Western Gateway Elementary School personnel should consider various forms of information such as the student's disciplinary history, antecedents to the offending behavior, as well as the supports that were provided to the student prior to the behavioral violation.

Actions Involving a Disciplinary Removal that Results in a Change of Placement

Within 10 school days from the date of the decision to impose an out-of-school suspension or another type of disciplinary removal that either exceeds **10 consecutive school days or 10 cumulative days of suspensions in the same school year that constitute a pattern of removal** (a change in placement), or placement in an IAES, a meeting must be held to determine whether the conduct in question was

caused by, or had a direct and substantial relationship to, the student's disability or whether the conduct was a result of Western Gateway Elementary School's failure to implement the student's IEP. These steps are referred to as a "manifestation determination."

Actions Resulting in a Change of Placement

34 CFR §300.536 Change of placement because of disciplinary removals.

For purposes of removals of a child with a disability from the child's current educational placement under 34 CFR §300.530 through 300.535, a change of placement occurs if -

- The removal is for more than 10 consecutive school days; or
- The child has been subjected to a series of removals that constitute a pattern -
 - Because the series of removals total more than 10 school days in a school year;
 - Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
 - Because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

The public agency determines on a case-by-case basis whether a pattern of removals constitutes a change of placement.

This determination is subject to review through due process and judicial proceedings.

Western Gateway Elementary School Actions When There is a Change of Placement

Whenever disciplinary action results in a change in placement, Western Gateway Elementary School must:

- Notify the parent or adult student of the disciplinary action to be taken on the date of the decision and provide a copy of the *Parents Rights in Special Education: Notice of Procedural Safeguards*; and
- Conduct a manifestation determination no later than 10 school days after the date on which the decision to take the disciplinary action is made.

Interim Alternative Educational Settings

Western Gateway Elementary School personnel may remove a student to an IAES for no more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if one or more of the following special circumstances exist. The student:

- Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of Western Gateway Elementary School;
- Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of Western Gateway Elementary School;
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of Western Gateway Elementary School, defined as bodily injury that involves:
 - A substantial risk of death;
 - Extreme physical pain;
 - Protracted and obvious disfigurement; or
 - Protracted loss or impairment of the function of the bodily member, organ, or mental faculty.

[Serious Bodily Injury 18 U.S.C. §1365(h)(3), Dangerous Weapon 18 U.S.C. §930(g)(2), Controlled substance 21 U.S.C. §812(c)]

Serious bodily injury A bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or faculty. See 18 U.S.C. Section §1365(h)(3).

Although the student may be placed in an IAES, as determined by the IEP team, for up to 45 school days even if the conduct is a manifestation of the student's disability, the IEP team must still convene a meeting to review the student's IEP and conduct a manifestation determination.

Hearing Officer Actions Resulting in a Change of Placement

If necessary in appropriate circumstances, through an expedited due process hearing, Western Gateway Elementary School may ask a hearing officer to place a student with a disability in an appropriate IAES.

In requesting a hearing officer to place a student in an IAES, Western Gateway Elementary School must:

- Demonstrate by substantial evidence that maintaining the current placement is substantially likely to result in injury to the student or others; and
- Indicate whether the request is for an initial period of not more than 45 school days or an additional period of not more than 45 school days.

Court Actions Resulting in a Change of Placement

Western Gateway Elementary School administrators may seek a court order to remove a student with a disability from school or the current placement at any time. FAPE [educational services] must not cease during the period of time an injunction is in place. Although not directly addressed in the IDEA, the U.S. Department of Education has stated that a school district need not exhaust the administrative due process hearing system before seeking such court relief.

FAPE Considerations

Services may not cease and Western Gateway Elementary School must consistently provide FAPE to the student with a disability:

- After the student is removed for 10 school days in the same school year and subsequent days of removal do not constitute a change of placement;
- When there is a disciplinary change of placement.

FAPE Requirements in an IAES

If the student's placement will change to an IAES, the IEP team must select an IAES that enables the student to:

- Continue to participate in the general education curriculum;
- Progress toward meeting the goals set out in his or her IEP; and
- Receive, as appropriate, a functional behavior assessment(s) (FBA) and behavioral intervention services to address the behavior violation so that it does not recur.

Procedures for a Manifestation Determination

In making the manifestation determination, Western Gateway Elementary School, the parent or adult student, and relevant members of the IEP team (as determined by the parent or adult student and Western Gateway Elementary School), will review all relevant information, including:

- The student's IEP;
- Any relevant teacher observations; and
- Any other information provided by the parents or adult student.

If the IEP team finds that the student's behavior was caused by or had a direct and substantial relationship to the student's disability, or that the behavior was a direct result of Western Gateway Elementary School's failure to implement the IEP, then the behavior must be found to be a manifestation of the student's disability. If the team determines that the conduct in question was the direct result of Western Gateway Elementary School's failure to implement the IEP, Western Gateway Elementary School must take immediate steps to remedy those deficiencies. The team must also either:

- Seek parent or adult student consent to conduct a FBA, unless Western Gateway Elementary School already conducted a FBA before the behavior that resulted in the change of placement occurred and the team determines that further FBA is unnecessary, and develop and implement a BIP for the student; or
- If a BIP has already been developed, review the BIP and modify it, as necessary, to address the behavior.

When the conduct is determined to be a manifestation of the student's disability, Western Gateway Elementary School will not implement the disciplinary removal, unless special circumstances exist for placement in an IAES, as discussed above. Unless special circumstances exist, the IEP team will return the student to the placement from which the student was removed, unless the parent or adult student and Western Gateway Elementary School agree to a change of placement as part of modifying the student's BIP.

If the IEP team finds that the student's behavior was not a manifestation of the student's disability, the same disciplinary actions can be implemented for the student with a disability as are implemented for any student except that the student is still entitled to a FAPE. The IEP team must determine how the student will continue to receive educational services that allow him or her to continue to participate in the general education curriculum and progress toward meeting the goals in the IEP during the suspension or other removal from school, and amend the current IEP or develop a subsequent IEP that specifies what and where special education and related services will be provided.

In addition, the IEP team, if appropriate, will conduct a FBA and develop a BIP. In the event of appeal of a student's out-of-school suspension, Western Gateway Elementary School will forward the student's special education and disciplinary records for consideration to the board of education or board-appointed hearing officer who makes the final decision regarding the disciplinary action.

Other Considerations

Request for an Expedited Hearing

An expedited hearing is a hearing that occurs within 20 school days of the request with a decision rendered within 10 school days of the hearing.

The parent or adult student may request an expedited due process hearing if he or she:

- Disagrees with the determination that the behavior was not a manifestation of the student's disability;
- Disagrees with any decision of the IEP team regarding a change of placement for disciplinary reasons; or
- Disagrees with the decision regarding the student's placement in an IAES.

Western Gateway Elementary School may request an expedited hearing if it believes that maintaining the current placement is substantially likely to result in injury to the student or to others. When an expedited hearing is requested (either by the parent or adult student to challenge the action or by Western Gateway Elementary School to seek removal to an interim setting), the student remains in the IAES

pending the decision of the hearing officer or the expiration of the disciplinary placement term, whichever occurs first, unless the parent or adult student and Western Gateway Elementary School agree otherwise. Resolution meeting requirements apply but are shortened from 15 to 7 days. No challenge to the sufficiency of the request is available.

Referrals to and Action by Law Enforcement and Judicial Authorities

Western Gateway Elementary School is permitted to report a crime that a student with a disability may have committed to appropriate law enforcement authorities. However, under the Family Educational Rights and Privacy Act (FERPA), Western Gateway Elementary School must ask for parent or adult student consent to transmit a student's special education records to the authorities, unless ordered by a judge or in compliance with a subpoena; Western Gateway Elementary School may transmit the records. Otherwise, records are not transmitted in accordance with the IDEA.

FERPA always allows disclosure if the parent(s) consent to the disclosure. FERPA exceptions to the parent consent requirement may allow for disclosure in other circumstances:

- Student records may be disclosed in compliance with a lawfully issued subpoena. However, parents or adult students must be notified in writing that the records have been subpoenaed before they are forwarded, unless the court has ordered that the existence of the subpoena or the contents of the subpoena not be disclosed.
- Student records may be disclosed in emergency situations where the disclosure is necessary to protect the health or safety of themselves or others.
- Student records may be disclosed under limited circumstances pursuant to State laws concerning the juvenile justice system.
- When records are provided to law enforcement or judicial authorities, the disclosure must be on the condition that the record will not be further disclosed without the written consent of the student's parents, or the student if the student is 18 or older.

Transportation

If bus transportation is identified as a related service on the IEP, a suspension from the bus is treated as a suspension from school (unless Western Gateway Elementary School provides transportation services in some other way, such as "transportation in lieu of") because transportation is necessary for the student to be provided a FAPE.

If bus transportation is not identified as a related service on the IEP, a suspension from the bus is not counted as suspension from school. In these cases, the student and the parent have the same obligation to get to and from school as a student without a disability who has been suspended from the bus.

If the student's behavior on a school bus violates a school code of conduct, whether or not the transportation is a related service, the IEP team must consider whether the behavior should be addressed in a Behavioral Intervention Plan (BIP).

In-School Suspension

Students with disabilities who are placed in an in-school intervention or in-school suspension program must have the opportunity to continue to progress appropriately in the general curriculum, to receive the services in the IEP, and to participate with nondisabled students to the extent they would have in the current placement, in order for Western Gateway Elementary School to avoid counting those days as days of disciplinary removal. If any of the criteria are not met, the in-school

suspension will count towards the 10 cumulative school day limit before the IDEA disciplinary provisions are applied.

Transfer of Discipline Records

The forwarding and disclosure of disciplinary records or other educational records to Western Gateway Elementary School in which a student seeks or intends to enroll must be in accordance with the annual notification requirements and provisions of FERPA. When Western Gateway Elementary School initiates disciplinary proceedings applicable to all students, the special education and disciplinary records of students with disabilities must be given to authorized Western Gateway Elementary School personnel for their consideration in making the final determination regarding the disciplinary action.

Protections for Students Not Yet Eligible for Special Education

A student who has not been determined eligible for special education and who has violated any rule or code of conduct of Western Gateway Elementary School may assert the protections of the IDEA if Western Gateway Elementary School had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action.

Parent Request for Evaluation of a Disciplined Student

If a request for an evaluation of a student who is not currently eligible for special education is made during the period in which the student is subject to disciplinary measures, Western Gateway Elementary School will conduct the evaluation in an expeditious manner. Pending the results of the evaluation, the student will remain in the educational placement determined by Western Gateway Elementary School officials, which can include suspension or expulsion without educational services.

If the student is subsequently determined eligible for special education, Western Gateway Elementary School will:

- Convene an IEP team meeting to develop an IEP; and
- Conduct a manifestation determination.

If the behavior is caused by or had a substantial relationship to the student's disability, the disciplinary action must be set aside, and the student must be provided appropriate educational services in the least restrictive environment (LRE).

If the behavior is not caused by nor has a substantial relationship to the student's disability, the student is subject to the disciplinary placement that has been determined, but he or she is still entitled to receive a FAPE, which is determined by the IEP team. Educational services must be provided to the extent necessary to allow the student with a disability the ability to participate in the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.

If the evaluation group determines that the student is not eligible for special education, he or she will be subject to the same disciplinary actions as all other students.

Basis of knowledge

With limited exceptions, Western Gateway Elementary School will be deemed to have knowledge that an individual is a student with a disability if one or more of the following is true:

- The parent or adult student has expressed concern to supervisory or administrative Western

Gateway Elementary School personnel or a teacher of the student that the student is in need of special education and related services. The concern must be expressed in writing unless the parent or adult student is unable to write or has a disability that prevents a written statement.

- The parent or adult student has requested that the student be evaluated for special education.
- The student's teacher or other Western Gateway Elementary School personnel have expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education or to other Western Gateway Elementary School supervisory personnel in accordance with Jones Public School's established Child Find system or special education referral system.

No basis of knowledge

Western Gateway Elementary School will be deemed not to have knowledge that an individual is a student with a disability if one or more of the following is true:

- An evaluation was conducted and a determination was made that the student did not have a disability.
- The parent or adult student refused to give written consent for an evaluation.
- The parent or adult student refused special education services.

If Western Gateway Elementary School did not have a basis of knowledge that a student was a student with a disability prior to taking disciplinary measures, the student is subject to the same disciplinary measures applied to all other students who engage in comparable behaviors.

Parents Revoking Consent

If a parent chooses to revoke consent for special education and related services, Western Gateway Elementary School should inform the parents in the written notice that the student will be treated as a nondisabled student for disciplinary purposes.

POLICY S-009
SUBSTANCE USE BY STUDENTS

Introduction

The Western Gateway Elementary School recognizes that the need for student safety is imperative in order to promote a climate that is safe and conducive for learning.

Student Substance Use, Possession, Being Under the Influence

Whenever a student is suspected of using, consuming, possessing, or being under the influence of drugs or alcohol, the Head of School shall verify such suspicion by observation and/or documentation.

Use, Possession, or Being under the Influence of Drugs or Alcohol/Distribution of Controlled or Non-controlled Prohibited Substances: The following discipline shall be imposed on students who violate the policy provisions relating to (a) the use, consumption, possession, abuse or being under the influence of an alcoholic beverage, low-point beer, narcotic drug, stimulant, barbiturate, marijuana, depressant, hallucinogen, opiate, inhalant, counterfeit drug, any controlled substances, controlled substances without a valid prescription, mood altering chemicals or drug paraphernalia, or (b) the sale, transfer, distribution, or exchange of any over-the-counter medications, counterfeit drugs, alcoholic beverages or low-point beer.

For any student attending the School on a transfer, the Head of School may either immediately revoke the transfer such that the student shall return to the school that would otherwise be their home/resident school; or the Head of School may impose other disciplinary action as appropriate and revoke the transfer to the School at the semester or the end of the school year as determined by the Head of the School.

For students that reside within the residence boundaries of the School, the following disciplinary actions may be taken:

- First Offense: Upon verification of a first offense, the Head of School or designee shall notify the student's parent or guardian. The Head of School or designee shall suspend the student found to have violated these provisions for a minimum of 10 days. The Head of School or designee may modify the suspension. Furthermore, the Head of School or designee may recommend long-term suspension up to the remainder of the semester/term depending on circumstances of the violation and/or lack of compliance.
- Subsequent Offenses: Upon verification of a subsequent offense, the Head of School or designee shall notify the student's parent or guardian. The Head of School or designee may recommend long-term suspension for the remainder of the current semester/term and succeeding semester/term.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 24-138(B).

POLICY S-010
SUSPENSION OF STUDENTS AND REVOCATION OF TRANSFER

Introduction

It is the policy of the Western Gateway Elementary School that the Head of School or designee may suspend a student or revoke a student's transfer to the School for any of the following reasons:

- Serious Acts of immorality;
- Violations of School policy or regulations;
- Possession of an intoxicating beverage, low-point beer;
- Possession of missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities;
- Possession of a dangerous weapon or a controlled dangerous substance (as defined in the Uniform Controlled Dangerous Substances Act);
- Possession of a firearm;
- Any act which disrupts the academic atmosphere of the school, or endangers or threatens fellow students, teachers, or officials or damages property; and
- Adjudication as a delinquent for a violent or non-violent offense.

A student who has been suspended from any school within the State of Oklahoma, or another state, for a violent act or an act showing deliberate or reckless disregard for the health or safety of employees or other students shall not be entitled to enroll in the School until the term of the suspension has been met or the time of suspension has expired, and may be a consideration by the School as to whether to approve a transfer.

The School is not required to provide educational services, in the regular school setting, to any student who has been adjudicated as a delinquent for an offense defined in 57 O.S. § 571 as an "exception to nonviolent offenses or convicted as an adult of an offense which is an exception to a nonviolent offense as outlined in Oklahoma law or who has been removed from a public or private school in the State of Oklahoma or another state, by administrative or judicial process, for a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or other students. Additionally, the School is not required to provide educational services in a regular school setting to any student who has been found to have assaulted, attempted to cause physical bodily injury to, or acted in a manner that could reasonably cause bodily injury to a school employee or a person volunteering at a school. Until the School determines that such students no longer pose a threat to self or other students, or employees, the School will not accept a transfer for any such students, and if the student resides in the boundaries of the School, the School will seek to enroll such students in alternative service programs, home-based programs, or in other appropriate settings in conjunction with Oklahoma City Public Schools.

Any student who uses or possesses a firearm at school, at any school-sponsored event, or in or upon any school property, including school transportation or school-sponsored transportation, will be removed from School for not less than one full calendar year or to immediately revoke the student's transfer to attend the School. The Head of School or designee has the authority to modify the term of suspension

on a case-by-case basis; however, any substantial modification must be reported to the Board of Education.

Adopted: June

LEGAL REFERENCE: ; 70 O.S. § 24-101.3.

POLICY S-011
HEAD LICE

In order to safeguard students and School personnel from an epidemic of Pediculosis (lice), the following protocols will be followed:

When a student is found to have live head lice or nits:

- The parent is notified, and information related to detection and elimination of head lice and nits may be provided to the parent or guardian.
- The student will be sent home from School so as to avoid any other students or staff from being infected.
- The parent is instructed that the student must be treated before returning to School, and evidence of the treatment should be provided to the School (e.g., used treatment container/note).
- The School may check student's head upon return to School. If live lice or nits are found, the student should not return to the classroom. Parent will be instructed to remove all live lice and nits before the student returns to school.
- If only nits are found, the parent will be notified to keep combing them out with a lice comb at least daily for the next two weeks.
- Follow up head checks may be done by school staff to confirm lice and nit elimination efforts.
- If live lice or nits are found, the process of notification to parents/guardians begins again.

In addition, additional checks or screenings for lice may be done when appropriate:

- If a student found to have live head lice or nits has siblings in the School, those siblings will be checked for head lice or nits.
- Full classroom screenings for head lice may be done as deemed necessary by the Head of School or designee but will not be common practice.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 1210.194

POLICY S-012
PARENT/STUDENT AND SCHOOL AGREEMENT

Western Gateway Elementary School (the “School”) is a full-time charter school for which many families choose for their children to attend. If a parent elects to have their student attend the School, the parent(s) and student(s) agree to fulfill certain expectations and School policies upon acceptance of enrollment at the School. Parents and students are aware that it is their obligation to fulfill these expectations and to comply with the School policies so that student(s) and School can be successful.

Direct parental involvement is fundamental to the success of the School. The school requires parental duties to include parental support of their student by ensuring his/her attendance, punctuality, volunteering, addressing behavior issues, and refraining from any disparaging comments about the School, staff, other parents or students, including social media or other forms of communication which may reasonably disrupt the educational environment at School. Student attendance is required for continued enrollment in School. School is required to track attendance according to state law. Students who do not meet attendance requirements may be found truant and/or withdrawn from School by revoking the student’s transfer. Students are expected to have at least an attendance rate of ninety-five percent (95%), and are expected to be on time for School. If the Head of School determines that a parent and/or student are not upholding their agreement(s) with the School and abiding by School policy, a student may be denied a transfer to the School in future school years, or a transfer may be revoked effective immediately. Additionally, the Head of School may require a parent meeting to discuss support, resources, and commitment necessary to adhere to applicable school policy.

Parents or other responsible adults are expected to maintain communication with School and teachers on a regular basis. Face-to-face meetings may be requested by either the School or parent. A working phone number, email address, and current physical, mailing, address must be provided and maintained throughout the school year. Families are required to notify teachers and/or School administration of any changes in contact information as they occur. Failure of a parent or legal guardian to maintain reasonable communication with School may result in the denial of a transfer to the School in future school years and/or the Head of School may require a parent meeting to discuss support, resources, and commitment necessary to adhere to applicable school policy.

As applicable, students shall be required to participate in state-mandated testing or site-based academic testing according to their grade level. Parents acknowledge and agree to participate in applicable state and school academic testing as required by law.

Parents are advised that a transfer may be revoked for violation of School policies, to include, but not limited to, acts of immorality, violations of School policy or regulations/code of conduct, any act which disrupts the academic atmosphere of the School, or endangers or threatens fellow students, teachers, or employees of the School or School property.

The failure of the parent and/or student to fulfill their agreement with School and to honor the permissions and authorizations with the School as well as School policies may result in the School imposing consequences to include, but not limited to: (1) immediate revocation of a student's transfer; and/or (2) denying a student's request to re enroll; and/or (3) denying a transfer for future school years. School seeks to serve the best interest of a student, and the School believes that if a student is not attending School, is not punctual to the start of the School day, and if a parent and/or student is not complying with School policies, the School may not be the best choice for that family or student.

Adopted: June

POLICY I-001
ENGLISH LANGUAGE LEARNERS AND
THE DUAL LANGUAGE BILINGUAL EDUCATION PROGRAM

Introduction

Western Gateway Elementary School embraces its obligation under civil rights law to ensure that English language learners have equal access to education. As part of its mission and to fulfill its obligation, the School chooses to establish a Dual Language Bilingual Program. The Board recognizes that both English and Spanish are to be the primary languages spoken and taught within the School. The Head of School will establish programs, services and activities designed to meet all state and national academic standards for English language learners equivalent to those standards expected of all learners.

Testing

Appropriate testing will be administered to students in grades PreK-12 whose primary language is other than English in order to determine English language skill proficiency in listening, speaking, reading, and writing. All English language learners will be identified for testing, appropriate placement, and specialized instruction.

WGES Educational Program

The curriculum and instruction model of Western Gateway Elementary School has two tracks: the dual-language program and the traditional primary education track. Both promote a love of languages and positive cross-cultural interactions, designed to provide an advantage to children living in an increasingly globalized world. Teachers at the School are highly trained to provide a challenging and enriched curriculum through a myriad of strategies and activities designed to teach core areas and promote language acquisition.

Dual-Language Education Program

In the Dual Language (DL) Program, both English and Spanish are utilized to provide literacy and content instruction to students. The goals for students who complete the dual-language education program are:

- To achieve high linguistic proficiency in two languages,
- To achieve average or above-average academic proficiency in two languages,
- To develop positive cross-cultural attitudes.

In order to meet the educational objectives of the DL Program, students should begin the DL Program in preK, Kindergarten, or 1st grade. Students will not be enrolled in the DL Program if they did not begin as DL students by 1st grade unless they can demonstrate Spanish language proficiency appropriate to grade level according to a standardized assessment selected by the Head of School, such as the NWEA MAP Assessment.

Language acquisition requires time, commitment, and support. To ensure that students succeed in a supportive environment, the parents and the School must form a partnership. Parents of students participating in the DL Program are expected to:

- Support their children’s linguistic, academic, and socio-cultural development,
- Commit to completing the elementary DL Program (six years),
- Support the continued development of the native language and Spanish at home,
- Become involved in the classroom, school functions, and events,
- Maintain the child’s attendance rate and reduce absenteeism,
- Attend (monthly) dual-language education meetings,
- Promote, advocate, and support the DL Program,
- Encourage the use of the second language at home and in the community.

To ensure that children succeed in the DL Program, the student should continue in a DL Program for a minimum of six years. Parents need to be aware that research shows that, although dual-language students will generally surpass their monolingual peers, this heightened achievement often becomes apparent only after about six years. Thus, the decision to enter the DL Program requires a long-term commitment. Accordingly, the School will not permit the student to exit the DL Program without the permission of the Head of School, following a meeting (and, generally, the recommendation) of the student’s learning team, consisting of a teacher, a parent, the Head of School or his or her designee, and the student (if of an appropriate age).

Adopted: June

LEGAL REFERENCE: PL 107-110, the No Child Left Behind Act of 2001; PL 114-95, Every Student Succeeds Act; Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

POLICY I-002
GIFTED AND TALENTED EDUCATION

Introduction

Western Gateway Elementary School elects to establish the requirement for the Board to annually approve a Plan for Gifted and Talented Education to specifically comply with state law.

The School Plan shall include:

- Procedures for establishing gifted/talented committees at the School.
- Processes for selection and assessment of children who demonstrate high-performance capability in intellect, creative thinking, leadership, visual arts, and specific academic subjects.
- A description of a differentiated curriculum that is consistent for grades one through twelve in pace, depth, scope and sequence.
- Criteria to annually evaluate the effectiveness of services provided in accordance with an approved site plan.
- Procedures for providing written notification to parents/guardians and a summary of the services offered to qualifying students.
- Establishment of a Gifted and Talented Advisory Board members.
- Evidence of participation by the local gifted/talented advisory committee.
- Required competencies, qualifications, and duties of instructional staff.
- Procedures to comply with required reports.
- A budget for gifted child educational programs, services and materials.
- A calendar of required meetings.

The Head of School, or designee, will develop the School Plan, and once the Plan is adopted, the School Plan shall serve as the regulations for the operation of Gifted and Talented services until the next annual plan is approved.

Adopted: June

LEGAL REFERENCE: 70 O.S. § 1210.301-308.

POLICY I-003
TESTING PROGRAMS

Introduction

Western Gateway Elementary School establishes standards for testing student achievement. The Board supports student testing for instructional improvement of individual students and for school accountability. The School will participate in the Oklahoma School Testing Program as prescribed by legislation and administered by the Oklahoma State Department of Education.

Standardized Tests

Standardized tests including both norm-referenced and criterion-referenced tests are administered to students for the purpose of obtaining data. The analysis of test data along with a variety of other student information is used for instructional program improvement and accountability.

The major goals for student testing are:

- To provide student achievement data for the use of developing individual student instructional programs.
- To provide student group data for the improvement of instructional programs.
- To provide summary data for the purpose of school accountability.
- To provide summary data as required by the State Department of Education, federal and state legislation, and grants.

Test Administration

Group standardized ability and achievement tests are administered to students as a part of the School testing program, required in state and federally funded projects, and required by state and Board policies. All other group standardized tests require special approval by the Head of School or designee.

Individual diagnostic and psychological tests are administered to students with special instructional needs, and to students suspected of having learning or behavioral management problems. Such testing requires parent/guardian permission.

Use and Dissemination of Test Results

Federal law grants parents/guardians easy access to the test records of their child. The School will make available to parents/guardians a copy of test results and an explanation of the meaning of the scores.

The Head of School or designee, teachers, school counselors, and/or psychologists are available upon request to provide parents/guardians an explanation of their child's test results.

Federal law requires that procedures for the storage, disclosure, retention, and destruction of test scores be made public to parents/guardians on request. These procedures are on file in the School Office.

Adopted: June

LEGAL REFERENCE: PL 107-110, the No Child Left Behind Act of 2001; Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99); 70 O.S. § 24-101.4.

POLICY I-004
TITLE I PARENT INVOLVEMENT POLICY

PART I. GENERAL EXPECTATIONS

Western Gateway Elementary School agrees to implement the following statutory requirements:

1. Western Gateway Elementary School will put into operation programs, activities and procedures for the involvement of parents, consistent with section 1118 of the Elementary and Secondary Education Act (ESEA). Those programs, activities and procedures will be planned and operated with meaningful consultation with parents of participating children.
2. Western Gateway Elementary School will incorporate this parental involvement policy into its LEA plan developed under section 1112 of the ESEA.
3. In carrying out the Title I, Part A parental involvement requirements, to the extent practicable, Western Gateway Elementary School will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format and, including alternative formats upon request, and, to the extent practicable, in a language parents understand.
4. If the LEA plan for Title I, Part A, developed under section 1112 of the ESEA, is not satisfactory to the parents of participating children, Western Gateway Elementary School will submit any parent comments with the plan when Western Gateway Elementary School submits the plan to the State Department of Education.

Western Gateway Elementary School will be governed by the following statutory definition of parental involvement and will carry out programs, activities and procedures in accordance with this definition:

Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- That parents play an integral role in assisting their child's learning;
- That parents are encouraged to be actively involved in their child's education at school;
- That parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;
- The carrying out of other activities, such as those described in section 1118 of the ESEA.

PART II. Western Gateway Elementary School PARENTAL INVOLVEMENT POLICY COMPONENTS

1. Western Gateway Elementary School will take the following actions to involve parents in the joint development of its parental involvement plan under section 1112 of the ESEA:
 - Parent Meetings facilitated by the school parent organization;
 - Written communication to parents;
 - Information Dissemination on the school website;

- Summer School Meetings;
 - Individual communication concerning individual students.
2. Western Gateway Elementary School will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:
 - Parent Meetings facilitated by the school parent organization;
 - Written communication to parents;
 - Information Dissemination on the school website;
 - Summer School Meetings;
 - Parent/Teacher Conferences.
 3. Western Gateway Elementary School will provide coordinate and integrate parental involvement strategies as other programs become available or are used by the school.
 4. Western Gateway Elementary School will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). Western Gateway Elementary School will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement and to revise, if necessary (and with the involvement of parents) its parental involvement policies. The evaluation will be conducted annually at the end of the summer program. The school administration will conduct the evaluation. Parents may give input at the meeting or through written responses. The parent's role will be to suggest modifications to the federal programs' policies that are consistent with state and federal laws.
 5. Western Gateway Elementary School will build the schools' and parent's capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:
 6. Western Gateway Elementary School will provide assistance to parents of children served by Western Gateway Elementary School, as appropriate, in understanding topics such as the following:
 - The State's academic content standards;
 - The State's student academic achievement standards;
 - The State and local academic assessments including alternate assessments;
 - The requirements of Part A;
 - How to monitor their child's progress; and

- How to work with educators.
7. Western Gateway Elementary School will accomplish this through the following:
 - Dissemination of information produced by the state and edited by the school;
 - Web-based information;
 - Public and individual parent meetings (at parent convenience); and
 - Open invitation to school sponsored teacher professional development programs.
 8. Western Gateway Elementary School will provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by web-based resources, teacher generated notes, and inservice inclusion.
 9. Western Gateway Elementary School will educate its teachers, pupil services personnel, and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by utilizing appropriate in-service activities and parent/school meetings.
 10. Western Gateway Elementary School will, to the extent feasible and appropriate, coordinate and integrate parental involvement programs and activities with outside agencies and other state-sponsored programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.
 11. Western Gateway Elementary School will ensure that information related to the school and parent- programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

PART III. ADOPTION

This Parental Involvement Policy will be developed jointly with, and agreed on with, parents of children participating in Title I, Part A programs and will be in effect for the period of one year and will be reviewed and revised annually.

Western Gateway Elementary School will distribute this policy to all parents of participating Title I, Part A children through the school handbook, the school website, and direct distribution to parents throughout the year.

Adopted: June

LEGAL REFERENCE: Title I, Part A, of the Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), requires that local educational agencies (LEAs), conduct

outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children (ESSA Section 1116[a][1]).