

GENERAL PERSONNEL POLICIES

The District's personnel are an important resource for achieving a successful educational program. The District shall seek to employ those persons who have the highest capabilities, the strongest commitment to quality education, and the greatest probability of effectively implementing the District's educational program.

Categories of Employees: The District may employ certified administrators, certified teachers, and support employees. Full-time employment shall be employment on a regular basis, as opposed to temporary, for at least 6 hours per day, 5 days per week, for 10 months or more, except for certified teachers who shall be considered to be full-time if employed at least 7 hours, 5 days per week, for 10 months, or the equivalent amount of hours if District changes to not less than one thousand eighty (1,080) hours per year. Part-time employment shall be any employment for less than full-time employment. Temporary employment is employment to fill a position for a stated period of time on a non-continuing basis.

Employment: The Board shall determine whether to create new positions upon the Superintendent's recommendation which shall be accompanied by a proposed job description which contains the qualifications for the responsibilities of the proposed position. The Superintendent shall be responsible for recruiting and recommending qualified persons for employment with the District. In determining the qualifications of candidates, the Superintendent may consult with other personnel and shall insure that recommended candidates can produce legally sufficient proof of citizenship status. The Board shall employ those persons whom it determines should be hired after reviewing and considering the Superintendent's recommendation. Unless otherwise provided by law, no person shall have any right to employment in the District until such employment has been approved by the Board. However, when it is necessary to meet the best interests of the District, the Superintendent shall have the right to employ persons on a temporary basis until the Board can take action on the Superintendent's recommendation for a term not to exceed sixty (60) days. The District shall utilize a Status Verification System to verify the federal employment authorization status of all new employees as required by law.

Employment Contracts: Unless otherwise specified in any applicable negotiated agreement, every person employed by the District shall enter into a written contract of employment which shall describe the position in which the person is to be employed and set forth the term of the employment contract. All contracts of employment must be approved by the Board and may be signed by the Board President, the Clerk of the Board, or the Superintendent. Any person who fails to sign a contract of employment which accurately conveys the Board's offer, including salary and fringe benefits, within a reasonable time after presentation shall be considered to have refused the offered employment, and the position shall be declared vacant.

Employment Vacancies: When a vacancy exists, notice of the vacant position shall be posted at the Superintendent's office for at least five (5) days and shall be posted and/or mailed as required by any applicable negotiated agreement. In addition, the District may advertise vacancies in local, statewide, or national newspaper, school-related publications, or such other sources as may be determined by the Superintendent or the Board.

Employment Applications: Applicants for employment may be required to complete an employment application on a form to be provided by the District. Applicants may be required to be tested as to certain skills, may be required to authorize the District to conduct various investigations as to the applicant's experience, employment history, and personal history, and shall be required to submit information for a felony record search. Any person who is determined to have falsified information on his or her employment application may be dismissed.

Compensation: The Administration may prepare and submit to the Board for review and approval compensation plans for the various categories of employees, including certified administrators, certified teachers, and support personnel. Compensation plans need not be prepared, reviewed, and/or approved for those categories of employees whose compensation is determined by negotiated agreement. Such compensation plans may include the provision of fringe benefits, including, but not limited to, retirement, health insurance, disability insurance, and social security benefits.

Unless otherwise specified in a negotiated agreement, employees who work less than twelve (12) months per year shall have their compensation annualized such that the employee receives compensation ratably over twelve (12) months.

Job Descriptions: The Administration shall prepare, periodically review, and update job descriptions for all positions within the District.

Felony Record Searches: District may request a national criminal history record check to be conducted of any employee and shall conduct a state-wide and/or national felony record search for all new employees as provided by law. Employment contracts issued to any new employee shall be on a temporary basis for sixty (60) days pending the results of any felony record search. If the District requires a felony record search, the applicant for employment shall pay the fee required for such search; however, the District shall reimburse the applicant for employment if the applicant is employed for more than ninety (90) days, except as otherwise provided. A person applying for or employed as a substitute teacher shall only be required to have a single felony record search for each school year and may request that the results of such felony record search be sent to the District. If a substitute teacher is employed by the District for ten (10) or more days, the District shall reimburse the substitute the cost of the felony record search.

If the applicant is seeking a position as a certified teacher or certified administrator and the felony record search reveals a prior felony, the applicant shall not be hired and any temporary contract shall be terminated. If the applicant is seeking a position other than as a certified teacher or certified administrator and the results of a felony record search indicate a prior felony, the District may take into account such factors as age at time of the offense, the seriousness and the nature of the felony, the relationship of the felony to the job applied for, any rehabilitation of the applicant, and the subsequent employment history of the applicant in determining whether to

recommend the applicant for employment with the District. If a felony record search reveals a prior felony and the District determines that the person should not be recommended for employment based on the prior felony, the employment relationship may be terminated by notice from the Superintendent or the Superintendent's designee.

District shall also conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children. In addition, any person working with or providing services to children shall be required to sign a statement declaring that he or she is not currently required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

Personnel Files: The Administration shall maintain a personnel file for each employee of the District. Each personnel file shall contain the employee's application for employment and any other documents submitted during the application process, all evaluations, admonishments, reprimands, complaints, commendations, plans of improvement, and any other documents which Administrative Regulations may designate for inclusion. Personnel files shall be confidential and shall not be released except as provided in this policy or any applicable negotiated agreement. However, an employee's personnel file may be provided to the following without the employee's notification and/or consent:

1. members of the Board;
2. administrators and/or supervisors;
3. agents of the District authorized by the Administration; or
4. when ordered to be released by court order or subpoena.

Except as otherwise provided by law, all records created pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) which identify a current or former public employee and contain any evaluation, observation, or other TLE record of such employee should be kept confidential. These records shall not be subject to disclosure under the Oklahoma Open Records Act and where disclosure of TLE records is required, all individually identifying information shall be removed to the fullest extent possible.

Gifts and Solicitations: Employees shall not engage in any activity involving commercial solicitations of students, parents or colleagues except for District-sponsored fund raisers. All gifts or donations not of a personal nature, such as books, magazines, materials, or equipment, become the property of the school district and cannot be removed.

Staff members shall not ask for, accept, or agree to offer to accept any gratuity or reward from any individual or business in consideration of any influence that the staff member may have on any operation of District. Gifts from individual or business must be worth \$20 or less, and all gifts from each individual or business must not exceed \$50 per employee per year. Gifts of value which exceed \$10 may be received only on behalf of an entire school building, and must be located where it can be utilized by the entire staff of that school building. Cash gifts in any amount may not be accepted.

Conflicts of Interest: Except for a substitute teacher, no person shall be employed who is related to a member of the Board within the degree prohibited by law. No employee shall directly supervise any other employee who is a member of the employee's family within the second degree of consanguinity or affinity.

Outside Employment: District employees shall not accept outside employment which requires that the employee perform services during the employee's normal working hours for the District. This provision shall not apply to employees who participate in military activities in accordance with federal and/or state statutes or who are on approved leave.

Assignments and Transfers: Unless otherwise provided in any applicable negotiated agreement, employees shall be assigned to a position by the Superintendent and may be transferred to a position on the basis of the needs of the District, the employee's qualifications, and the employee's expressed desires. The needs of the District shall be the primary criteria in determining any assignments or transfers, and the secondary criteria shall be the employee's qualifications.

Work Hours: Unless otherwise provided in any applicable negotiated agreement, the Administration shall establish the work hours of the different categories of employees and shall notify employees of their work hours.

Overtime: The District shall comply with the Fair Labor Standards Act ("FLSA"). Employees who are not exempt from the overtime provisions of the FLSA shall be entitled to overtime compensation or compensatory time for hours worked in excess of forty (40) per work week. The District's work week shall commence on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. An employee shall not work overtime unless authorized in writing by the employee's supervisor.

Substitutes: The Administration may develop and maintain a list or lists of qualified substitutes who may be called upon to temporarily replace or substitute for employees when required by an agreement or the needs of the District. A substitute teacher who holds a valid teaching certificate may teach for an unlimited number of school days in any assignment. A teacher who holds a bachelor's degree, but does not have a current valid teaching certificate may teach for up to one hundred (100) school days total, whether in one teaching assignment or multiple teaching assignments. A substitute teacher without a current valid certificate shall be employed for up to ninety (90) school days, whether in one teaching assignment or in multiple assignments.

Tutoring of Students: Unless approved in advance by the Superintendent or Principal, District employees shall not receive remuneration of any kind for privately tutoring students who are currently enrolled in a class taught by the employee. Employees who engage in private tutoring shall not use District supplies or equipment. This provision shall in no way limit voluntary tutoring of students before, during, or after school.

Supervision and Evaluation: Unless otherwise provided in any negotiated agreement, Administrative Regulations shall provide for the supervision and evaluation of all District personnel, except for the Superintendent. Such regulations may provide for supervisory

personnel to observe the performance of any employee for whom the supervisor will be required to complete an evaluation. Subject to any applicable negotiated agreement, the Administration shall prepare appropriate forms for the evaluation of teachers, administrators, and support personnel. Unless otherwise provided for by law, policy, or negotiated agreement, all District employees shall be evaluated in writing at least once during each fiscal year by a supervisor. All evaluations and any responses shall be maintained in the employee's personnel file.

Resignation and Retirement: Any employee who wishes to resign or to retire from employment with the District must do so in writing submitted to the Superintendent. Except as otherwise provided, such resignation or retirement shall be effective and may not be revoked when submitted to and accepted by the Superintendent unless otherwise determined by the Board. Teachers shall be required to give notice of resignation or retirement by the date set forth in Oklahoma law or else the teacher will be bound to perform pursuant to a continuing contract.

Medical Examinations: In accordance with applicable laws, an employee or applicant for employment may be required to undergo a physical and/or medical examination to determine the employee's or applicant's ability to perform the essential functions of the job. The District shall pay for any required medical examination.

Code of Ethics: All employees shall adhere to and conduct themselves in a manner consistent with the following:

- a) Upholding the honor and dignity of the profession in all actions and relations with students, colleagues, board members, and the public;
- b) Carrying out in good faith all policies and Administrative Procedures;
- c) Rendering services to the best of one's ability;
- d) Honoring the public trust of the position above any economic or social award; and
- e) Not permitting considerations of private gain or personal economic interest to affect the discharge of responsibilities.

Employee Produced Materials: Any work product of employees which is produced during normal school hours or with the use of District-owned equipment and/or supplies shall be the property of the District. District shall not be obligated to compensate employees for material produced under these conditions.

District Provided Cellular Telephones: The District provides certain employees with cellular telephones. These employees are required to carry the District-owned cellular telephones to better enable these employees to perform the necessary functions of their job which may require them to respond in cases of emergency, student/staff safety, and other critical situations as well as allowing the employee to be reached at various times.

The District provides certain employees cellular telephones for a public purpose. If an employee uses the cellular telephone for making personal telephone calls, the employee will be responsible for reimbursing the District for such personal telephone calls. In the event an employee fails or refuses to pay for cellular telephone calls for which they are responsible, the District may take other disciplinary action against the employee.

Employees who are provided with District-owned cellular telephones are responsible for the proper care of the equipment. If the District-owned cellular telephone is lost, damaged, or stolen as a result of the employee's negligence, the employee must pay for the replacement of the telephone. Employees are prohibited from utilizing a District-owned cellular telephone while actually driving or operating a motor vehicle.