SOUTHERN OKLAHOMA TECHNOLOGY CENTER: DISTRICT POLICY
GENERAL PERSONNEL POLICIES

SOTC believes all persons are entitled to equal employment opportunity and does not discriminate against its employees or applicants because of race, color, sex, national origin, ancestry, age, marital status, disability, veteran status, or any other basis prohibited by federal, state, or local law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, discipline, layoff, and termination.

SOTC’s employment objective is to select personnel who have the highest capabilities, the strongest commitment to quality, and the greatest probability of effectively implementing the District’s education program, and who will become a vital part of our school.

I. Employment: The Superintendent shall be responsible for recruiting and recommending qualified persons for employment with the District. 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.

As a part of the Pre-Employment Process, person who has been offered full-time employment will be required to submit to a criminal background check, a physical, work-steps program, and a drug screen. No prospective full-time employee shall begin work until after the results of these tests have been received. Post-offer applicants in safety sensitive positions, regardless of full or part-time status, are required to submit to a criminal background check and drug screen. The District reserves the right to withdraw any offers of employment to any prospective employee who does not pass the pre/post-employment tests.

II. Employment Contracts: 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 shall 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 any board member as duly authorized by the whole board of education. 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 of presentation shall be considered to have refused the offered employment and may be subject to discipline, including termination. [A reasonable time is generally considered as not more than thirty (30) days in this instance]
III. **Compensation and Benefits:** The Administration shall annually 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 may include the provision of fringe benefits, including, but not limited to, retirement, health insurance, disability insurance, and social security benefits. The Board may provide for an Early Retirement Incentive program on an annual basis as determined by the Board.

IV. **Job Descriptions:** The Administration shall prepare, and periodically review and update, job descriptions for all positions within the District. Job descriptions will be maintained on file in the Human Resources Office.

V. **Criminal Background Search:** Pursuant to 70 O.S. 5-142 (Section 108, School Laws of Oklahoma), for purposes of employment, SOTC will request to the State Board of Education that a national criminal history record check through the Oklahoma Bureau of Investigation (OSBI) be conducted of any person seeking employment with SOTC. The prospective employee will be required to furnish the required fingerprints to the OSBI. The provisions of this section shall not apply to technology center employees hired on a part-time or temporary basis for the instruction of adult students only. SOTC will pay any costs associated with the national criminal history record check. SOTC’S Board of Education will permit employment not exceeding sixty (60) days pending receipt of the results of national criminal history record check requests. Prospective employees shall be notified when first interviewed of the requirement and any fees associated with the national criminal history record check. Persons applying for employment as a substitute teacher shall only be required to have one such national criminal history record check for the school year. Upon request of the substitute teacher, that record check may be sent to any other school district in which the substitute teacher is applying to teach. SOTC’s Board of Education requires a national criminal record check on all existing employees through a third party administrator on an annual basis. The following factors will be considered for those applicants with a criminal history in determining to hire the external applicant or transfer or promote the internal applicant; the nature of the crime and its relationship to the position; the time since the conviction; the number (if more than one) of convictions; and whether hiring, transferring or promoting the applicant would pose an unreasonable risk to SOTC. The applicant will be given an opportunity to review the criminal background check results and submit an explanation. If any applicant is found to have falsified any information regarding conviction, history, the applicant will not be considered for employment. If an employee seeking a transfer or promotion to a position requiring a criminal history record check is found to have falsified any information regarding conviction history, the employee may be immediately terminated.

VI. **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, disciplinary actions, reprimands, complaints, commendations, plans of improvement, action plans, and any other documents which Administrative Regulations may designate for inclusion. Files will be kept in a separate locked file to ensure confidentiality and privacy. Personnel files shall be

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confidential and shall not be released except as provided in this policy. Employee’s wishing to see their personnel file may do so upon request in the presence of administration. Copies of documents may be given with approval of the Superintendent. An employee’s personnel file may be provided to the following without the employee’s notification and/or consent within the parameters of all state and federal laws:

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.

VII. Conflicts of Interest: 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.

VIII. Assignments and Transfers: 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.

IX. Work Hours: The Administration shall establish the work hours of the different categories of employees and shall notify employees of their work hours. The Board shall annually determine those days which shall be holidays to be observed by the District.

It is important to students and customers of SOTC and to fellow employees and supervisors that each employee be on the job, on time, every day. Employees must report absences to their immediate supervisor and/or the director of their department as soon as possible.

X. Overtime: The District shall comply with the Fair Labor Standards Act (“FLSA”). Employees who are non-exempt as defined by 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. All hours worked by a non-exempt employee in excess of 40 hours for each individual’s workweek shall be compensated as required by FLSA at one and one half times the employee’s regular rate of pay or as compensatory time at a rate of one and one half hour for each hour worked in excess of 40 hours. Employees shall not work more than 40 hours per week unless specifically authorized in writing by the Superintendent or the Superintendent’s designee.

An employee who works overtime without authorization may be subject to disciplinary action for failing to follow this policy. The work week shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. For purposes of calculating overtime, any period of time when an employee is completely relieved of duty and which is 30 minutes or longer shall not be considered work hours.
XI. **Time Records:** The District may require employees and/or departments to utilize time clocks, leave system or time sheets to record the employees’ hours worked. Employees should clock out or sign out during the lunch break and at any other time they leave the work site for anything other than school business.

XII. **Compensatory Time:** Use of accrued compensatory time shall be scheduled with the employee’s supervisor. The District reserves the right to require a non-exempt employee who has accepted and earned compensatory time to use the accrued compensatory time. Employees may only accumulate 160 hours of overtime to be paid with compensatory time per fiscal year. Employees shall be paid for hours of overtime that exceed this limitation.

XIII. **Records:** The District shall maintain records which reflect the following data:

1. Name used for Social Security reporting purposes.
2. Home address, including zip code,
3. Date of birth and gender,
4. Occupation in which employed,
5. Time of day and day of week on which employee’s workweek begins,
6. Regular hourly rate of pay for any workweek in which overtime compensation is due,
7. Hours worked each workday and total hours worked each workweek,
8. Total daily or weekly straight-time earnings or wages due for hours worked during the workday or workweek,
9. Total premium pay for overtime hours, excluding straight-time earnings for overtime hours,
10. Total additions to or deductions from wages paid each pay period,
11. Total wages paid each pay period, and
12. Date of payment and pay period covered by the payment.

If an employee works on a fixed schedule, the District may maintain records showing the schedule of daily and weekly hours the employee normally works instead of the hours worked each day and each workweek. In addition, during those weeks in which the employee adheres to the work schedule, the employee may be required to indicate by a check marked, statement, or other method that such hours were in fact actually worked. During those weeks in which more or less hours than the schedule hours are worked, the records will reflect the exact number of hours worked each day and each week.

XIV. **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. The District shall employ and assign substitute teachers according to the law. No substitute teacher shall be employed for a total of more than the number of days allowed by law during a school year nor employed for the same assignment for more than twenty (20) days during a school year unless the person holds a valid teaching certificate.
XV. **Supervision and Evaluation:** 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. The Administration shall prepare appropriate forms for the evaluation of teachers, administrators, and support personnel. Unless otherwise provided for by law or policy, 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.

XVI. **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 or the Superintendent’s designee. Except as otherwise provided herein, such resignation or retirement shall be effective and may not be revoked when submitted to the Superintendent or the Superintendent’s designee unless otherwise determined by the Board. In accordance with Oklahoma law, teachers shall be required to give notice of resignation or retirement by April 25 or else the teacher will be bound to perform pursuant to a continuing contract. The Board shall not release from contract any teacher who desires to resign or retire after August 1 unless a qualified replacement is obtained.

XVII. **Medical Examinations:** In accordance with applicable laws, an employee or applicant for employment, post-offer 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.

XVIII. **Annuity Programs:** At the written request of an employee, a portion of the salary payable to the employee by the District may be utilized by the District to purchase an annuity contract from the board designated matching 403b plan for the benefit of the employee. The employee must make such written request at least ten (10) days prior to the end of any pay period. The employee shall be entitled to have such annuity contract continued in force in succeeding years. Any amounts contributed or paid by the District shall be considered the payment of salary for purposes of the Oklahoma Teachers’ Retirement System and Social Security, but not for state or federal income tax purposes until actually received by the employee.

XIX. **Types of Employment:**

**Full-Time Employment:** Full-time employment shall be employment on a regular basis, as opposed to temporary, adjunct, or substitute for at least 175 days per year (fiscal year contractual basis), with a normal work week of at least 30 hrs. per week or 6 hours per day or a minimum of 1050 hours per year, and shall constitute Full-Time Status for purposes of salary and benefits. Full-time employment status shall not affect the rules and regulations which apply to over-time status and compensation.

**Part-Time Employment:** Part-time employment shall be any employment for less than full-time employment or less than 1050 hours per year.
Temporary Employment: Temporary employment is employment to fill a position for a stated period of time on a non-continuing basis.

XX. Social Security: The District is not a full participant in the Federal Old Age and Survivors Insurance Plan (F.I.C.A.). Therefore, the District does not withhold F.I.C.A. taxes from employee’s pay except those taxes required by law. As a fringe benefit and in lieu of such taxes, the District provides each full-time employee an amount equal to what the District’s F.I.C.A. contribution would have been that month if the employee had participated fully in F.I.C.A. The employee shall have the option of having such fringe benefit paid directly to him or invested on his behalf.

XXI. Continuation of Health Insurance Coverage (COBRA): The District complies with state and federal regulations regarding the termination of employee benefits. An employee whose employment with the District has terminated may be eligible to continue coverage under the District’s health insurance plan by paying the applicable premiums plus an administrative fee upon a qualifying event. Some qualifying events include resignation, termination of employment, or death of an employee, a reduction of an employee’s hours, a leave of absence, an employee’s divorce or legal separation, or when a dependent child no longer meets eligibility requirements.

XXII. Professional Allowance: (District Purchased) Professional organizational dues: Allowance to be used for any of the following personal/professional benefits and added to each employee’s income W-2 Reports (may be purchased directly by the district rather than being reimbursed); Professional organizational dues, Professional malpractice/liability insurance, Professional SOTC Logo clothing (must have easily visible logo) and/or Oklahoma Teacher Certification exam or license renewal fees.

• $200 Allowance: Employee contracted a minimum of 500 hours annually.
• $250 Allowance: Employees contracted a minimum of 1000 hours annually.
• $300 Allowance: Employees contracted a minimum of 1250 hours annually.

Additional money may be requested upon approval by the Superintendent and Board of Education if the original allocated amount has been spent solely for professional insurance, licenses, or certifications and additional money is needed for relevant certification, insurance, and/or licensing required for the employee’s position at SOTC.

XXIII. Employee Dress Code: Employees are expected to be neatly and professionally groomed and dressed at all times. Each employee is expected to dress according to the standards of his/her profession. Employees serve as role models to students. Employees should therefore not wear clothing that contain words and/or graphics that may be a distraction to others; employees are specifically prohibited from wearing clothing which contain words and/or graphics that refer to alcohol and/or tobacco products or which contain sexually explicit images or language.