

Support Personnel Handbook



TULSA PUBLIC SCHOOLS

Tulsa, Oklahoma

2021-2022

Personnel Policies and Regulations For Support Employees

**Tulsa Public Schools
Division for Human Capital
3027 South New Haven Avenue
Tulsa, Oklahoma 74114**

Introduction and Purpose

The Support Personnel Handbook is provided for you as a reference to personnel policies and regulations as they may apply to individual support employees or support employee groups. This booklet will be updated each year in an effort to keep you informed of new regulations, policies and negotiation disposition. A complete manual of Board of Education policies and regulations is accessible in each building, the Transportation Department, the Maintenance Department, and the Education Service Center.

The Talent Management staff will serve you in all matters dealing with your employment. If you need further interpretations of policies, regulations and final disposition of negotiations within this handbook, please feel free to contact any member of the staff in the Talent Management Division.

The Talent Management staff sincerely hopes this Support Personnel Handbook will prove to be of functional assistance to you as a support employee and hereby contribute to strengthening the employer-employee bond within the Tulsa Public Schools System.

Support Personnel Handbook

Qualifications for Employment

Tulsa Public Schools (TPS) seeks the best people possible to join the Support Personnel Team. Whether one's work involves the direct safety or education of school children or significant services supporting those responsible for the safekeeping and education of our children, all support personnel positions require specific skills essential to the fulfillment of our educational mission. For this reason, those selected to join the TPS team must be the finest the community offers. The young people of Tulsa deserve no less.

Applications for all positions shall be made in writing and submitted with appropriate credentials. The Immigration Reform and Control Act of 1986 requires new employees to show proof of identification and work eligibility.

To join the TPS team, candidates must first pass a physical examination when appropriate, a drug test, and a background check. Upon satisfactory completion of these and any other pertinent pre-employment eligibility requirements, and upon approval by the Board of Education, a candidate may begin work for TPS as a support employee.

Equal Employment Opportunity Policy

It is the policy of TPS to provide equal opportunity for employment and advancement in employment to all persons on the basis of demonstrated skill, ability, and experience and without regard to race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status,

marital status, or any other classification protected by applicable law with respect to employment. Supervisors shall make all decisions affecting terms and conditions of employment, including work assignments, based solely on objective, job-related criteria and shall not take any action in retaliation against anyone who complains of discriminatory treatment.

Harassment

General

Harassment constitutes unethical and unacceptable employee conduct, which will not be tolerated at any level. All employees are strictly prohibited from engaging in any form of harassment of any other employee, applicant for employment, or student. Any employee engaging in harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents. Harassment includes, but is not limited to, epithets, slurs, gestures, or graffiti, even in jest, which are targeted toward an individual because of race, color, religion, gender, age, national origin, marital status, veteran status, sexual orientation or mental or physical disability.

Sexual Harassment

Sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by one employee towards another employee or student which: (a) is made as an explicit or implicit term or condition of a worker's employment, (b) is used as a basis for employment decisions affecting that worker, (c) has the purpose or effect of unreasonably interfering with a person's work performance, or creating an intimidating, hostile or offensive working environment, and (d) in the case of students, has the purpose or effect of unreasonably interfering with a student's academic performance, or creating an intimidating, hostile or offensive education environment.

Reporting of Harassment

Any employee who is or has been subjected to any form of harassment or knows of any employee or student who is or has been subjected to a form of harassment shall utilize the Employee/Student/Citizen Complaints and Grievance Procedure (Policy Code: 4901). The employee should promptly report all such incidents to the employee's immediate supervisor. If the employee's immediate supervisor is the person claimed to have committed acts of harassment, then the report should be submitted to Human Rights and Title IX Coordinator at (918) 746-6158. It is preferred that all such reports be made in person or in writing and be signed by the reporting party; however, in order to encourage full and complete reporting of such prohibited activities, a person should report such incidents in writing and by mailing such reports to the personal attention of the appropriate person. All such reports should state the name of the employee involved, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to allow for a thorough investigation of the matter. All reports of harassment will be investigated. The staff will develop and implement appropriate administrative procedures for investigating reports of harassment. The administrative procedures will protect the rights of the reporting employee and the accused employee to the extent possible.

Other Forms of Harassment

The Board prohibits statements or actions, which tend to harass or disparage an individual on the basis of race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status, marital status, or any other classification protected by applicable law. Such behavior will not be tolerated. This policy will apply to employees at all levels.

Any employee to whom improper comments or actions are directed should utilize the Employee/Student/Citizen Complaints and Grievance Procedure (Policy Code 4901). Violation of this policy by an employee may result in disciplinary action, up to and including a recommendation for employment termination.

Nepotism

Employees of the same family, husband, wife, son, daughter, brother, sister, father, or mother, will not be assigned to an administrator or supervisor who is a family member. Family members in the same division shall be placed in separate departments, separate work crews, and/or separate sites. In the event that marriage or school district reorganization creates a situation which is in noncompliance with this policy, one employee shall be transferred as soon as practical to a vacancy for which the employee is qualified. Violation of the Nepotism policy should be reported to the Superintendent or his/her designee, immediately.

Filing a Complaint Pursuant to Oklahoma Statute Title 70, §24-157 and Oklahoma Administrative Code 210: 10-1-23(g) Relating to “House Bill 1775”

Any individual who has witnessed or experienced the violation of Oklahoma Statute Title 70, §24-157 or Oklahoma Administrative Code 210:10-1-23 and wishes to file a complaint with the District must do so by contacting the Executive Director of Student and Family Services at HB1775complaints@tulsaschools.org or may also be reached at 918-746-6287.

New Employee Orientation

Support employees new to the District must participate in an orientation sponsored by the Support Personnel Office. Consult your supervisor or the Support Personnel Office for information about attending the next available orientation.

Employment Contracts

Each support employee should receive either a temporary or annual employment contract specifying the duration of the employment relationship, as well as other terms and conditions of employment. An employment contract becomes binding and effective only upon approval by the Board of Education. The contracts for support personnel will terminate at the end of each contract year/term. Support personnel on regular contracts

and whose contracts will be recommended for renewal for the next school year/term will be notified in writing by June 1 prior to the end of their contract/term.

Credit for Previous Experience

New support employees with previous college, military, or relevant work experience may be given as much credit as two additional steps on the salary schedule for purposes of determining starting pay. Support employees who leave employment with TPS and are re-employed by the District within one year will receive credit for all previous years of service with TPS for purposes of determining salary, benefits, and seniority only. For all other purposes, including, but not limited to, due process rights, such employees will be considered new.

Change of Name or Address

Any employee whose name is changed by marriage, divorce, or other legal procedures must immediately notify the Support Personnel Office of such change by providing a copy of the new social security card. Immediate notification in writing is also required when an employee changes his/her address.

Evaluation of Support Personnel

Support employees shall be evaluated annually. The Talent Management Division will be responsible for distributing and maintaining the Annual Evaluation forms for each support employee. The principal/supervisor or principal's designee will be responsible for a formal evaluation once each year of the support employees assigned to them. The principal/supervisor or principal's designee should strive to provide each employee with an evaluation on or before May 1st, signed by the employee and the evaluator. The original copy of the evaluation will be given to the employee, a copy will be retained by principal/supervisor and a copy placed in the employee's official personnel file.

Employee Benefits

Vacation Guidelines and Privileges

All twelve (12) month support employees, as well as hourly and daily rate employees whose full-time regular (see definition) employment throughout the year is continuous (those completing 90% of their working days), are eligible to earn vacation time with pay. Those who have worked four (4) complete years or less will earn ten (10) vacation days a year; five (5) through eight (8) complete years, fifteen (15) vacation days and those having worked nine (9) complete years or more, twenty (20) days of annual vacation. Former support employees returning to the Tulsa School District with at least six (6) years previous employment credit will be given four (4) years of credit on the District's vacation schedule. Any vacation day(s) earned must be used within two (2) years of the date it is earned or it will be lost. When a support employee's employment terminates for any reason, the support employee will be paid for any existing and unused vacation.

A full year of service is defined as 12 months from your date of hire. On the last day of the year when he/she completes the appropriate number of years of service, an employee will be eligible for the next higher vacation step. All full years of service as a contract, full-time employee in TPS will count toward vacation increments. Ten and eleven month contracts which have been successfully completed will count as “good” years toward vacation computation for those employees who later become twelve month employees.

The Payroll Department shall interpret the monthly-accumulated earned vacation according to the following schedule:

Ten Days Per Year		Fifteen Days Per Year		Twenty Days Per Year	
Full Months of Service	Cumulative Number of Hours Earned	Full Months of Service	Cumulative Number of Hours Earned	Full Month of Service	Cumulative Number of Hours Earned
1	6.67	1	10.00	1	13.34
2	13.34	2	20.00	2	26.68
3	20.01	3	30.00	3	40.02
4	26.68	4	40.00	4	53.36
5	33.35	5	50.00	5	66.70
6	40.02	6	60.00	6	80.04
7	46.69	7	70.00	7	93.38
8	53.36	8	80.00	8	106.72
9	60.03	9	90.00	9	120.06
10	66.70	10	100.00	10	133.40
11	73.37	11	110.00	11	146.74
12	80.00	12	120.00	12	160.00

An employee must work one-half of the working days of a month to receive credit toward vacation for that month. This would refer either to a beginning or terminating employee. Also, an employee must not be on Leave of Absence more than one-half of a month if he/she is to receive vacation credit for that month.

The immediate supervisor must approve all vacation dates, and he/she is responsible for scheduling vacations at a time when substitutes will not be required.

The earning of vacation time continues and is considered as time served when an employee is using his/her sick days or vacation. Vacation days will not accrue, however, for absences after the expiration of sick days or for other absences which are not covered by sick days or vacation time and which are more numerous than one-half of the working days in any one month.

Holidays

The paid holidays for all full-time, permanent (12) month support employees shall be; Labor Day, Thanksgiving Day and the Friday after, Winter Break as observed by the Education Service Center; including Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin L. King Day, Presidents Day, Friday of Spring Break, Memorial Day, and Independence Day. The actual date of the holiday will be listed on the fiscal school calendar. [August 2019]

Full time employees, on permanent contracts, who work less than twelve (12) months with three (3) or more years of service as of July 1, will be paid for Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and one (1) more day of holiday pay with payment to be made in the first bi-weekly check in January. [Revised August, 2019]

Life Insurance

Life insurance is available to all full-time regular employees (25 hours or more) in the amount of one and a half times the annual salary with a minimum policy of \$20,000. If you are an active employee regularly scheduled to work 20 to 24 hours per week, you may purchase basic life insurance and pay one-half of the insurance premium.

Sick Days

Sick day benefits are provided to all regular full-time (25-40 hours per week) regular contract employees and regular part-time (contract 20-24 hours per week) employees of TPS in an effort to offer an element of security during the time of family illness. Support personnel may earn up to twelve (12) sick days each year, and these days will begin to accrue at the rate of up to 8 hours for each calendar month depending on the number of hours per day specified in the employee's contract for regular full-time employees, and no more than 4 hours per calendar month for regular part-time employees. Twelve-month employees will begin to earn their sick days in July, and ten-month or eleven-month employees when their contract begins. A new employee must work one-half of the working days in a pay period to receive sick day credit for that pay period. Unused sick days will accumulate from year to year as long as the employee remains continuously employed by TPS. The maximum accumulated sick day credit shall be unlimited. Accumulated sick day credit will be reduced by one day for each day on which the employee is absent for reasons covered by the sick day policy. An employee is considered "absent" when he/she does not report to work or when he/she does not spend the major portion of a full day or half day at his/her work assignment.

Support personnel may use accumulated sick days for personal illness or for illness and/or death in the immediate family (see Glossary for definition). Sick days may also be used for routine dental or medical appointments with a minimum two (2) hours deducted. The term "illness" shall include but not be limited to temporary disability resulting from pregnancy, miscarriage, childbirth and the recovery there from.

IN ORDER THAT MAXIMUM BENEFITS MAY BE PROVIDED TO ALL EMPLOYEES IN TIME OF VALID NEED, it is imperative that proper controls be used to eliminate the **misuse of sick days**. An employee who abuses the sick day policy is subject to dismissal or other disciplinary action. As a general rule, an average of 12 or more absences per year for 12 month employees is considered excessive.

Employees must submit appropriate evidence when requested by the principal, supervisor or Talent Management under the following circumstances:

1. After three consecutive days of absence [Amended September, 2012]
2. After any absence when the employee has had excessive absences or pattern absences in the past
3. A sick day is claimed on days of unusual or inclement weather
4. A sick day is claimed on days immediately preceding or immediately following holidays or non-work days other than weekends
5. A sick day is claimed during the last two weeks of employment

Appropriate evidence will include any of the following:

1. A physician's statement endorsed by the employee
2. The employee's statement endorsed by the principal or immediate supervisor
3. Copies of claims submitted for insurance benefits
4. Any other pertinent information as may be indicated by the circumstances

Any employee who is a "no call/no show" to an authorized worksite representative for 3 or more work days is deemed to have voluntarily resigned his/her employment with the District if, after reasonable efforts to contact the employee by the employee's site supervisor and a Talent Management administrator, no contact can be made with the employee. The efforts made to contact the employee shall be placed in writing to the Executive Director of Talent Management and placed in the employee's personnel file. The employee shall be notified, in writing, by the Executive Director of Human Capital, at the employee's last known address, of such efforts and that the employee has been deemed to have voluntarily resigned.

Unused Sick Days — Employees who leave the district for any reason other than resignation or termination for criminal activity after a minimum of ten (10) years of continuous service to TPS shall be paid for accrued sick days at the rate of thirty (\$30) dollars per day according to the following schedule:

Years of Consecutive Service in TPS	Percent of Accrued Sick Days to be Paid
20 or more	100%
19	90%
18	80%
17	70%

16	60%
10-15	50%

When computing payment for unused sick days, a creditable year of service shall be six (6) school months of service during the contract year. This is equivalent to one hundred twenty (120) school days. At the termination of employment for any reason – except death – prior to ten (10) years of service, all accumulated sick days shall be canceled. Such cancellation of accumulated sick days shall not apply to employees while on leaves of absence. In the event an employee’s service is terminated by reason of death, the School District will pay the unused sick days to the employee’s estate, (or in such manner as the School District may deem appropriate), the employee’s accrued but unused sick days credit at the rate of thirty (\$30) dollars per day.

Transfer of Sick Days — Sick days earned while working for TPS – to a cumulative total of sixty (60) – can be transferred to another Oklahoma school district if the employee continues his/her work in the new location the next school year. Likewise, TPS will accept sick days within the same guidelines from other Oklahoma public school districts.

Sick Day Pool — The **Sick Day Pool** is designed to solicit sick day donations for a full-time employee who has exhausted all accumulated sick days. A District employee, covered by this agreement, shall be eligible for shared sick days if he or she is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

“Relative” means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee. “Household member” means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune. “Severe or extraordinary” means serious, extreme or life threatening. For purposes of this provision, a serious health condition or chronic condition as defined by the Family and Medical Leave Act shall qualify a person for donated sick days upon approval by the Sick Day Committee.

Employees may receive up to one hundred (100) days of donated sick days while employed by TPS. As a condition of receipt of any shared or donated sick days, the employee is required to exhaust all sick days provided in accordance with the applicable Oklahoma School Law. Additionally, the employee must exhaust his/her accumulated vacation and personal business days before the employee will be eligible for a donation of sick days.

Requests for **Sick Day Pool** donations shall be submitted to the Committee, Attention of Human Capital. The Committee includes two representatives designated by TCTA; two designated by AFT 6049 OK; one elementary principal; one secondary principal; and one

person appointed by the Superintendent or his/her designee. The Committee shall be assisted by appropriate Talent Management staff in collecting and considering applications for shared sick days.

Sick Day Pool donations may be requested by the employee, or in the event of the inability of the employee to make a personal request, by a representative of the employee. Request, for sick day donations must contain the following information:

- Date of initial illness;
- Date of expected return to work;
- Number of days requested;
- Place of employment; and
- Nature of illness

In addition, all employees requesting sick days, must, prior to the receipt of any days requested, submit a comprehensive doctor's statement detailing the nature of the illness, the date of expected return to work, the number of days requested and any other information which the doctor thinks may be pertinent to the employee's request for donated sick days. If approved, donated sick days may be applied retroactively to days missed due to the condition for which sick days are donated.

The request will be posted on the TPS intranet. Individual employees may, at their choice, voluntarily donate days. Any days used by the employee shall, if Family and Medical Leave (FMLA) requirements have not been previously exhausted, count toward exhaustion of the employee's entitlement to Family and Medical Leave.

Employees who elect to donate sick days are required to retain at least eighty (80) hours of accumulated sick days.

Sick day records will be maintained by the Payroll Department and shall be considered the final authority on the amount of sick days earned, used and remaining. Employee may receive a statement of accrued sick days upon request to the Payroll Office.

The existence of this policy does not guarantee to any employee that he or she will be approved to receive donated sick days or that sick days will be donated for the benefit of the employee.

Anticipated Temporary Disability — Payment of sick day benefits for an anticipated temporary disability is appropriate when an employee learns of a future event which will prevent the performance of his/her regular duties. This future event may include, but may not be limited to, childbirth, non-emergency surgery or non-emergency hospitalization and should be reported in writing at least 30 days in advance or as soon as the employee learns the projected dates of his/her anticipated temporary disability. The commencement and return dates in maternity cases may be chosen by the employee and her physician as long as she can continue to perform her assigned duties satisfactorily. Normally, the use of sick days in these cases will commence two (2) weeks before and continue until six (6) weeks after delivery. If there are complications, however, a physician may indicate that

time in addition to these normal days is needed before the employee is able to return to her regular work routine. In such cases, use of the employee's sick days will be extended. In any event, the use of sick days will end in accordance with the release date provided by the physician.

Family and Medical Leave Act

It is the policy of TPS to comply fully with the requirements of the Family and Medical Leave Act of 1993 (Act). The Act requires that TPS provide up to twelve (12) workweeks per year of leave to eligible employees. "Eligible employees" are those employees who: (1) have been employed for at least one year by TPS; (2) worked at least 1,250 hours during the previous twelve-month period; and (3) have requested leave for a reason covered by the Act. When determining eligibility, a "year" will constitute a period of twelve months commencing on the date of employment, and the term "year" as used in this policy for which leave is available shall mean a rolling 12-month period measured backward from the date an employee uses any leave.

Reasons for Leave

All eligible employees who meet the Act's requirements may be granted a total of twelve (12) weeks, intermittent or consecutive, unpaid family leave and paid sick, vacation and personal leave combined (during any "year" as defined above) for the following reasons:

1. For the birth of a child and to care for such child ("Birth Leave");
2. Placement for adoption or foster care of a child ("Placement Leave");
3. To care for a spouse, child, parent, or member of the employee's immediate family or household with a serious health condition("Care Leave"); or
4. For a serious health condition of the employee that makes the employee unable to perform the employee's job functions ("Illness Leave").

Availability of Leave

The intent of the School District is to ensure that each individual covered by the Act shall have the leave benefits available as a result of the law's requirements. It is not the intent of the School District or this policy to provide leave benefits that exceed those authorized by rule, policy or existing law as supplemented by the Act. Thus, an eligible employee must use any accrued paid vacation leave, personal leave or sick days for any part of the twelve-week period for Birth, Care, or Illness Leave. Further, an eligible employee must use any accrued paid vacation leave or personal leave for any part of the twelve-week period for Placement Leave.

Application for Leave

For an eligible employee to request a leave, a letter must be sent to the Support Personnel Office or his/her designee stating at least one of the four reasons listed under "Reasons For Leave." An "Application for Family or Medical Leave" will then be sent to the employee to complete and return to the Support Personnel Office.

The District may initiate the assignment of leave as family and medical leave based on information available to the District tending to indicate that the leave requested or being taken is leave which is for family and medical reasons as defined in the Act.

For additional information regarding this Act, each site and department has copies of the complete, detailed, September 1993 “Family and Medical Leave Act.”

Extended Leaves of Absence and Return

Extended Leaves of Absence without pay may be granted for the reasons stated in this section when, and only when, the employee has been employed by the Tulsa Public School District for at least three (3) consecutive years as a full-time, regular contract employee, **EXCEPT** in cases of involuntary military service. Extended Leaves of Absence will not be granted to employees who do not meet the conditions or who fail to follow the procedures outlined in this policy. All Extended Leaves of Absence will be effective on the morning of the date requested. Extended Leaves of Absence are granted through June 30 of the year in which the leave begins and may be renewed in certain instances upon written request, as stated below. Employees requesting an Extended Leave of Absence or renewal of a previously granted Extended Leave of Absence must submit a written request to Talent Management Division. This request will designate the reason for the requested leave as well as the beginning and ending dates. The request must be filed, when possible, at least one month prior to the beginning date of the proposed absence. All Extended Leaves of Absence will expire automatically on June 30, unless renewed.

While on Extended Leave of Absence, an employee must pay the district portion of the dental and health insurance premiums as well as any dependent coverage in order to keep this coverage in force.

If the position of the employee is eliminated during the first year of the Extended Leave of Absence, the employee will be returned to a substantially equivalent position.

Extended Leaves of Absence are granted in the following situations:

1. **Infant Child Care.** An employee may request an Extended Leave of Absence in order to care for a newborn or adopted child. This may be renewed for two (2) successive school years.
2. **Personal Illness.** Requests for Leave of Absence for personal illness, requests to return from such leaves or requests to extend such leaves must be accompanied by a physician’s statement. This statement will indicate the nature of the illness and specifically state that the individual is unable to perform his/her assigned duties or other gainful employment. Statements to return to work shall indicate that the employee has sufficiently recovered to resume normal duties. An employee on Leave of Absence for personal illness will not be permitted to do substitute work. A Leave of Absence for personal illness may be renewed for two (2) successive school years.
3. **Caring For Sick Member of Immediate Family.** Requests for Leaves of Absence to care for a sick member of the employee’s immediate family must be

accompanied by a physician's statement. This Leave of Absence may not be renewed. The term "Immediate Family" shall mean husband, wife, father, mother, son, daughter, brother, sister, grandchild, grandparents and corresponding relatives by affinity (marriage).

4. **Further Study.** An Extended Leave of Absence for further study may be granted for approved courses of study for not less than twenty (20) hours of credit for the school year. Employees failing to comply with this requirement will not be entitled to Leave of Absence benefits. This Leave of Absence may be extended for two (2) successive school years. Requests for Leave of Absence for further study submitted after June 30 will not be granted.
5. **Public Office.** Employees will be granted a Leave of Absence for up to one (1) year in order to become a candidate for public office. If elected, the employee may return to his/her employment after the term of office (including any re-election to the same or other public office) has expired. The employee will be reinstated at the salary step to which he/she was entitled when the leave was granted.
6. **Extended Military Leave.** An employee who is involuntarily called to active duty in the Armed Services of the United States or who is a member of a reserve component and is involuntarily ordered to active duty shall be entitled to a Leave of Absence during the period of active duty and shall be entitled to reinstatement and benefits to the extent provided by applicable state and federal laws. The first thirty (30) days of this Leave of Absence shall be fully paid by the School District. This category is not intended to apply where the employee is ordered to active duty for temporary, routine training, "summer camp" or similar situations involving active duty for less than sixty (60) days.

If a request for the extension of an Extended Leave of Absence has not been submitted in writing to the Talent Management Division prior to April 25th each year, the Leave of Absence will expire at the end of their contract period and the employee will be terminated.

Requests to Return from Extended Leaves for personal illness or temporary disability must be accompanied by a physician's release before the employee may return to work.

When a regular employee is placed on Extended Leave of Absence, a replacement may be assigned to the position at the regular salary to which the replacement would be entitled as a regular employee during the year for which the Extended Leave is granted. The replacement's contract will terminate when the regular employee returns. If this leave is extended by written request into the following school year, the replacement employee may continue in the position until one calendar year from the starting date of the original leave. After this time, a regular contract employee may be assigned to the position. The purpose of this policy is to enable an employee to be on leave for one calendar year and still be able to return to the same position. By granting an Extended Leave of beyond one year, the Board of Education signifies its intention to reemploy the employee at the end of the leave, provided:

1. There is an existing vacancy for which the individual is qualified, and
2. The employee complies with all requirements of re-employment.

Should it become necessary for an employee to be absent for any reason which is not applicable or which could not be approved according to the Board of Education policies cited above, or if he/she has exceeded the number of his/her working days for which sick day benefits are provided, then for each day's additional absence the amount of the employee's daily rate of pay shall be deducted from his/her salary.

Health Care Coverage

The Health Care Coverage Plan is covered under the Oklahoma State and Education Employees Group Insurance Board, which consists of PPO/Indemnity Plans an HMO option. See Article 17 of the current Collective Bargaining Agreement between the AFT 6049 OK and TPS for information regarding eligibility for coverage and the share of premiums paid by the District. Employee paid premiums are paid on a pre-tax basis.

It is the responsibility of the individual, however, to inform the Benefits Office if he/she wishes to participate in the health care program. Participation in this program is on a voluntary basis.

If an eligible employee does not enroll during the first thirty (30) days of his/her employment, the employee will have to wait until the open enrollment period unless a change in family status occurs that would allow earlier enrollment or enrollment changes. The open enrollment period occurs once per year and will be publicized in the *Superintendent's Bulletin* or you may contact the Benefits Office for specific dates.

Bereavement Leave

The District will provide up to five paid leave days to any regular support employee for the death of any immediate family member as defined in the glossary of the Support Personnel Handbook which leave is non-cumulative from year to year and will not be payable on termination. The support employee must notify his/her supervisor prior to taking bereavement leave. If additional time off is needed, emergency leave may be used prior to personal business leave being exhausted. (Revised 2013-2014)

Emergency Leave

Employees will have up to four days, at no loss of pay, available annually for purposes of handling emergencies. The purpose of this leave is for handling unforeseen events of an emergency nature that cannot be handled outside the normal workday. Whenever possible, approval of his/her supervisor or designee of the Superintendent, prior to taking the leave is required. (Revised 11-7-11)

Personal Business Days

TPS provides all support employees with three (3) non-cumulative days for personal

business upon request of the support employee. This benefit may be offered to all regular contract support employees working 20 hours or more per week and have successfully completed one year of continuous employment with TPS. All support personnel eligible for Personal Business Days may have unused days converted to their accumulated sick days, at the beginning of the next school year or employment period. A Personal Business Day will not be approved on the first or last day of a contract period or the day before or immediately following an official non-work holiday. *(Added 9/2010)*

School Business Leave

If the principal or employee's supervisor determines that a school sponsored activity or activity endorsed by the school system requires that the employee be present, the employee may be given a Leave of Absence with pay for the necessary period.

Legal Proceedings

An employee will be granted a temporary leave of absence with pay for court appearances and legal proceedings directly affecting his/her employment, the school, the school system, as well as involuntary court appearances required by subpoena **except** in cases in which the employee is a party to the action.

Jury Duty

All employees of TPS are encouraged to serve jury duty when summoned.

An employee who is summoned for jury duty, and plans to serve, should complete a PS-10 Form (Employee Absence Request), secure the principal's or department head's signature, and forward a copy of these forms to the Division for Talent Management and the Accounting Department as early as possible.

Procedure for Requesting Exemption from Jury Service:

Those individuals who have received a summons from Tulsa County District Court and feel that jury service would be professionally impractical may request to be excused under the following conditions.

1. All school employees may be excused from jury service during: **The first month of the school term, and the last two weeks of the school term.**
2. Employees will be excused on an additional basis if jury service would constitute an undue hardship to students. The Jury Clerk will make the determination, based on recommendation from the Superintendent of Schools. This determination should be made primarily on the basis of whether a substitute is readily available.

Employees who desire to be excused from jury service under the foregoing guidelines should submit to HC the Jury Excuse Form which is available on the TPS internet site along with a legible photocopy of the Jury Summons. If the excuse falls under Condition

2, a statement must be placed on the back of the summons indicating that jury service by the employee would constitute a hardship on the students and specify in one or two sentences the exact reasons why his/her absence would constitute a hardship to students. After the principal/supervisor signs the summons, it will be forwarded to the Division for Human Capital, where the category applicable to the request will be noted on the summons.

The summons will then be mailed to the School Board Attorney, who will take necessary legal proceedings to have the individual's request properly processed. An employee is not excused until the court has approved the request. The attorney will notify the Division for Talent Management regarding the determination. The Chief Talent Management Officer or his/her designee will then notify the employee.

An individual who has not been advised that his/her request for excuse has been approved or denied should call the office of the Chief Talent Management Officer on the day prior to the reporting day.

The Division for Talent Management will maintain records of the persons who serve jury duty and who are excused and furnish this information to the Jury Clerk in June of each year.

Jury Duty Pay

If an employee, absent on jury duty, needs a substitute, this substitute will be paid by the school district. The employee will incur no loss of salary. When the employee has been reimbursed for jury duty by the court, the reimbursement becomes the property of the employee.

The District will pay an employee regular wages for each contract day for which jury duty service is performed. The employee must provide verification for each day of jury duty service. If the employee is excused from jury duty for one half day or an entire day, he or she is expected to be at his or her assignment.

Temporary Military Duty

In order to be qualified for a Temporary Military Leave of Absence, an employee must be employed on a regular contract with TPS. When an employee who is a member of the National Guard or of any other reserve component of the Armed Services of the United States is ordered to temporary active duty, the School District will protect the employee from loss of pay for the first thirty (30) days per calendar year. An employee who is called to temporary military duty should: (1) complete a PS-10, (2) attach a copy of military orders, (3) secure the principal's/departments head's signature, and (4) forward a copy of these forms to the Chief Talent Management Officer and the Accounting Department as early as possible.

Teachers Retirement System of Oklahoma

Support employees considered to be full-time and regularly employed are eligible to join the Teachers' Retirement System of Oklahoma. Members are required to contribute seven (7%) percent of total annual compensation.

A maximum of one-hundred twenty (120) days of unused sick days may be counted as an additional year of creditable service toward retirement at the time of retirement by the Teachers' Retirement System of Oklahoma.

All TPS employees, including employees on temporary contracts, are eligible to participate in the District's 457(b) tax deferred retirement savings program regardless of hours worked. To participate, you must contribute at least \$200 per year. Call the Benefits Office at 746-6394.

Tulsa Teachers' Credit Union

Employees of TPS are eligible to become members of Tulsa Teachers' Credit Union, which offers considerable financial services for less expense and with more convenience than most banks.

Payroll Deductions

Because employees are called upon for professional dues and contributions to the United Way, and because many seek salary protection insurance, salary deduction plans are available to employees who would choose this method of payment. Contact the Payroll Office for details.

Direct Deposit

Employees hired prior to the 2001-02 school year may have their wages automatically deposited in an account of any financial institution, which is a member of the National Automated Clearing House Association. For information and to request the authorization card, please call 746-6232.

Employees hired during or after the 2001-02 school year shall receive their wages by direct deposit.

Workers' Compensation

The Tulsa School District provides benefits established under the Oklahoma Workers' Compensation Act to School District employees who are injured in on-the-job accidents. All regular employees who are injured in on-the-job accidents receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death in accordance with the applicable law. On-the-job injury should be reported immediately to the employee's supervisor and employee should, in accordance with applicable school policies, procedures, and negotiated agreements, provide a detailed description of the accident and related injury, including identification of any

witnesses. Please refer to the Agreement between TPS and AFT Tulsa Local 6049 found in this handbook for additional information about Workers' Compensation.

Social Security

All support employees are required to contribute toward social security retirement and Medicare pursuant to the Federal Insurance Contribution Act (FICA) and the 1990 Revenue Reconciliation Act; however, social security will not be withheld on substitutes and employees in part-time or temporary positions. Withholding is made for 457(b) account for these employees.

Employee Support Groups

Employee Assistance Program

The Employee Assistance Program (EAP) is specifically designed to help personnel of TPS with personal problems. Through intervention, professional consultation and referral services the EAP helps people find solutions for their distresses. This program is available to all employees working twenty (20) hours or more per week and their immediate families. Its purpose is to assist those employees and/or family members who have or may develop personal problems that interfere with their ability to be productive in their work as well as functional in their relationships. Some of the areas in which EAP addresses itself frequently are marriage, legal responsibilities, substance abuse, finances, emotional responses and stress-related situations. The goal of the EAP is to help resolve personal problems before the employee becomes unemployable or the family dysfunctional. Any contact with the EAP is treated confidentially and is in no way reflected in the employee's records.

TPS will provide the initial consultation as a benefit to the employee. If additional help is needed, many of the fees are based upon what the employee can afford, or further treatment may even be covered by insurance or other benefits. The employee and his/her counselor can work together to solve any problem related to cost.

For an initial appointment, paid by the school system, call (888) 327-9573.

Tulsa Immediate Assistance Club

The Tulsa Immediate Assistance Club is an organization formed by employees of TPS to provide financial aid to members of the club at the time of a family member's death. For a very nominal fee of four (\$4) dollars to join and then a two (\$2) dollar payment at the time any member dies, a Tulsa Public Schools employee can guarantee the surviving family a generous insurance-type payment as soon as the death is reported. The size of the current membership, will determine the amount of the check. The check for the full amount is normally delivered by the following day. Such a procedure is specifically helpful when bank accounts or safe deposit boxes are frequently made inaccessible until after probate.

This program is made available to all full-time employees of TPS, and any interested employee should contact the Talent Management Office for information.

Due Process

Support employees who are on a full-time employment contract and have been employed continuously for at least one year are entitled to request a due process hearing to review the suspension, demotion or termination of their employment. The revised August 21, 2006 *Administrative Policy for Suspension, Demotion or Termination of Support Employees* may be obtained from the Talent Management Office. The district may amend the policy at any time and at its discretion. The Director of Support Talent will answer any questions or concerns about this process.

Testing for Substance Abuse - Support employees other than bus drivers, “Bus Drivers”

TULSA PUBLIC SCHOOLS

Regulation 4406-R1

ALCOHOL AND DRUG TESTING OF EMPLOYEES AND APPLICANTS FOR EMPLOYMENT (OTHER THAN BUS DRIVERS)

Purpose: By this regulation, applicants and employees are placed on notice that the school district may test individuals for alcohol and illegal chemical substances. This policy does not apply to bus driver employees or applicants, who are subject to regulation 4406-R2.

Statement of Intent

1. The safety of students and employees of the school district is of paramount concern to the board.
2. An employee who is under the influence of alcohol or an illegal chemical substance when the employee is on duty or on school property poses serious safety risks to students and other employees.
3. The use of alcohol and illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.
4. Scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his job beyond the time period of immediate consumption or use.
5. The board recognizes that all employees have certain personal rights guaranteed by the Constitutions of the United States of America and the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act

("Act"), OKLA. STAT. tit. 40 § 551 et seq., as amended. This policy will not infringe on those rights.

6. Due to the devastating impact that the use of alcohol and illegal chemical substances can have on the safety of students and employees and their adverse effect on an employee's ability to perform the employee's job, the board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence (as defined in the policy) of alcohol or illegal chemical substances when on duty or while on school property.
7. This policy will apply to all employees of the school district regardless of position, title or seniority except bus drivers. The testing of bus drivers for alcohol or illegal chemical substances is exclusively governed by the school district's policy on Alcohol and Drug Testing for Drivers and the federal Omnibus Transportation Act of 1991. Bus drivers whose job assignment involves duties independent of bus driving shall be subject to this policy as to all non-bus driving duties.
8. Violations of this policy will subject the employee to disciplinary action, including, but not limited to, termination.

Definitions

1. "Applicant" means a person who has applied for a position with an employer and received a conditional offer of employment, or an existing employee seeking transfer or reassignment to a different position, or an existing employee who is being transferred or reassigned to a different position.
2. "Employee" means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group.
3. "Alcohol" means ethyl alcohol or ethanol.
4. "Illegal chemical substance" means any substance which an individual may not sell, possess, use, distribute or purchase under either Federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and

over the counter drugs being used for an abusive purpose. Notwithstanding the foregoing, this term shall not mean medical marijuana use authorized by state law.

5. "Under the influence" means any employee of the school district or applicant for employment with the school district who has any alcohol or illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites using any scientifically substantiated alcohol or drug use screen test and alcohol or drug use confirm test.
6. "Positive" when referring to an alcohol or drug use test administered under this policy means a toxicological test result which is considered to demonstrate the presence of alcohol or an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the alcohol or drug use test.
7. "School property" means any property owned, leased or rented by the school district, including but not limited to school buildings, parking lots and motor vehicles.
8. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test.
9. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the initial test. In instances when a breathalyzer test is used, a confirmation test means a second sample test that confirms the prior result. Where a single use test is utilized, a confirmation test means a second test confirmed by a testing facility.
10. "On duty" means any time during which an employee is acting in an official capacity for the school district or performing tasks within the employee's job description, including the taking of an annual physical examination.
11. "Bus driver" means:
 - A. a school district employee who is required to have a commercial drivers' license ("CDL") to perform the employee's duties;
 - B. employees of independent contractors who are required to have a CDL;
 - C. owner-operators;

- D. leased drivers; and
 - E. occasional drivers.
12. To the extent not specifically defined herein, the definition of any term, word or phrase found in this policy shall be as set forth in the Act.

Procedures for Alcohol or Illegal Chemical Substance Testing

1. Any alcohol or drug use test administered under the terms of this policy will be administered by or at the direction of a testing facility licensed by the Oklahoma State Department of Health (“Department”) and using scientifically validated toxicological methods that comply with rules promulgated by the Department. Testing facilities shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of applicants and employees. The test sample shall be obtained in a manner which minimizes its intrusiveness.

In the case of urine samples, the samples must be collected in a restroom or other private facility behind a closed stall or as otherwise permitted by the Department or its board; a sample shall be collected in sufficient quantity for splitting into two (2) separate samples, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of a challenge of the test results of the main sample; the test monitor shall not observe any employee or applicant while the sample is being produced but the test monitor may be present outside the stall to listen for the normal sounds of urination in order to guard against tampered samples and to insure an accurate chain of custody; and the test monitor may verify the normal warmth and appearance of the sample. If at any time during the testing procedure the test monitor has reason to believe or suspect that an employee/applicant is tampering with the sample, the test monitor may stop the procedure and inform the test coordinator. The test monitor shall be of the same gender as the applicant/employee giving the sample. The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to, list any medications he has taken or any other legitimate reasons for his having been in recent contact with alcohol or illegal chemical substances.

2. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by board rules. An applicant for employment will not be denied employment or

an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.

3. If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by board rules.
4. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
5. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee asserts that the positive test results are caused by other than consumption of alcohol or an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of alcohol or an illegal chemical substance. The school district will rely on the opinion of the school district's testing facility which performed the tests in determining whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

In the case of drug use testing, the employee or applicant will have a right to have a second test performed on the same test sample at the expense of the employee or applicant. In the case of alcohol testing, the employee or applicant will have a right to have a second test performed on the same test sample using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by board rules. The request for the second test must be made within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of a positive test and subject to the approval by the school district's testing facility that (a) the facility selected by the applicant or employee for the second test meets the qualifications required for a testing facility under the Act and (b) the testing methodology used by the facility selected by the employee or applicant conforms to scientifically accepted analytical methods and procedures, including the cutoff levels, as determined by the State Board of Health. If the re-test reverses the findings of the challenged positive result, then the school district will reimburse the applicant or employee for the costs of the re-test. A proper chain of custody shall be maintained at all times in transmitting the sample to and from a second testing facility.

6. The school district may permit testing for drugs or alcohol by other methods reasonably calculated to detect the presence of drugs or alcohol, including but not limited to breathalyzer testing, testing by use of a single-use test device, known as

onsite or quick testing devices, to collect, handle, store, and ship a sample collected for testing.

7. The testing facility reports and results of alcohol and drug use testing will be maintained on a confidential basis except as otherwise required by law. The laboratory performing alcohol or drug use tests for the school district will not report on or disclose to the school district any physical or mental condition affecting an employee or employment applicant which may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.
8. The records of all drug and alcohol test results and related information retained by the school district shall be the property of the school district unless:
 - A. the information will be admissible evidence by an employer or employee in a court case or administrative agency hearing if either the employer or employee is a named party;
 - B. the information is required to comply with a valid judicial or administrative order; or
 - C. the school district's employees, agents or representative needs to access the records in the administration of the Act.

Applicant and Employee Alcohol and Drug Use Test Requirements

The school district is authorized to conduct drug and alcohol testing in accordance with the Act. The school district has chosen to conduct drug or alcohol testing under the following circumstances:

1. *Applicant testing:* The school district will require an applicant, as defined above, to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire or grant a voluntary transfer/reassignment.
2. *For-cause testing:* The school district will require an employee to undergo drug or alcohol testing at any time the superintendent, or designee, reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:
 - A. drugs or alcohol on or about the employee's person or in the employee's vicinity,
 - B. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
 - C. a report of drug or alcohol use while at work or on duty,

- D. information that an employee has tampered with drug or alcohol testing at any time,
 - E. negative performance patterns, or
 - F. excessive or unexplained absenteeism or tardiness.
3. *Post-accident testing:* The school district may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment. The school district may require post-accident drug or alcohol testing if there is a reasonable possibility that employee drug use could have contributed to the reported injury or illness. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuses to take a drug or alcohol test required by the employer, shall be eligible for such compensation;
 4. *Random testing:* As determined appropriate by the board of education, the school district may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, except that the school district will require random testing only of employees who:
 - A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
 - B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.
 5. *Scheduled, periodic testing:* The school district will require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence, of employees who:
 - A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
 - B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.
 6. *Post-rehabilitation testing:* The school district may request or require an employee or applicant to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of Alcohol or Illegal Chemical Substance

Any employee who possesses, uses, distributes, purchases, sells or is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this policy, or who refuses to submit to an alcohol or drug test permitted under the Act will be subject to disciplinary action, including, but not limited to, termination.

Alcohol and Drug Use Tests of Applicants for Employment -- When Required

All applicants for employment will be required to submit to alcohol and/or drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified that alcohol and/or drug use testing will occur if they are offered a conditional offer of employment. Any applicant who refuses to submit to an alcohol or drug use test after a conditional offer of employment will not be hired.

Applicants Under the Influence of Alcohol or An Illegal Chemical Substance

Any applicant who is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance will not be hired, except that the superintendent or their designee may authorize the employment of an applicant testing positive for marijuana on the condition that the applicant agree in writing to be random, post-rehabilitation testing as described in this policy.

Person Authorized to Order Alcohol or Drug Testing

The following persons have the authority to require alcohol or drug use testing of employees under this policy:

1. The superintendent;
2. Any employee designated for such purposes by the superintendent or board.

Release of Information

1. Upon written request, the applicant for employment or the employee will be provided, without charge, a copy of all information and records related to the individuals' testing. All test records and results will be confidential and kept in files separate from the employee or applicant's personnel records.
2. The school district shall not release such records to any person other than the applicant, employee or the school district's review officer unless the applicant or employee, in writing following receipt of the test results, has expressly granted

permission for the school district to release such records in order to comply with a valid judicial or administrative order.

3. The testing facility, of any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to the general health, pregnancy, or other physical or mental condition of the applicant or employee.
4. The testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon request.
5. This policy does not preclude the school district, when contracting with another employer, from sharing drug or alcohol testing results of any tested person who works pursuant to a contractual agreement.

Notice of Policy

This policy shall be given broad circulation to all employees of the school district which shall include prominent posting in the school district. Each employee shall be given a copy of this policy and each applicant shall be given a copy of this policy upon the tender of a conditional offer of employment. Delivery of the policy to applicants or employees may be accomplished in any of the following ways:

1. Hand-delivery of a paper copy of or changes to the policy:
2. Mailing a paper copy of the policy or changes to the policy through the U.S. Postal Service or a parcel delivery service to the last address given by the employee or applicant;
3. Electronically transmitting a copy of the policy through an email or by posting on the employer's website or intranet site; or
4. Posting a copy in a prominent employee access area.

The Standards for Workplace Drug and Alcohol Testing Act

This policy is subject to and supplemented by the Act. To the extent that any provision of this policy is in conflict with the Act, then the Act shall control. To the extent that this policy is silent as to any matter covered by the Act, then the Act shall control. This policy shall be interpreted by the board of education of the school district and its employees consistent with the Act.

Impairment on the Job

Nothing in this policy shall be construed to authorize employees to be impaired while working due to the influence of legal or illegal chemical substances or alcohol if such impairment or influence adversely affects the employee's work performance, or the safety of the employee or of others. In such cases, employees may be subject to disciplinary action, including, but not limited to, termination. Issued: July 1994, Revised: October 2014, March 11, 2019

Resignations

In order to be eligible for rehire, any support employee planning to resign must give written notice to the support employee's supervisor or the Director of Personnel Services or the Chief Talent Management Officer at least fourteen (14) calendar days prior to the effective date of the resignation. A resignation is effective on the date stated in the resignation. In the absence of a stated effective date, a resignation becomes effective immediately. Notwithstanding the effective date of a resignation, a resignation may not be withdrawn or rescinded by a support employee once it is tendered unless the Chief Talent Management Officer allows the support employee to withdraw or rescind the resignation. A support employee who has resigned must turn in his/her identification badge and all other items of School District property in his/her possession or to which he/she has access to the immediate supervisor, the Director of Support Talent or the Chief Talent Management Officer before the support employee's final warrant can be issued.

UNLESS SPECIFIED IN THE NEGOTIATED AGREEMENT, NOTHING IN THIS HANDBOOK SHALL CONSTITUTE A CONTRACT OF EMPLOYMENT BETWEEN THE SCHOOL DISTRICT AND ANY EMPLOYEE, AND THE BOARD OF EDUCATION RESERVES THE RIGHT TO AMEND, RESCIND OR ADD ANY PROVISIONS TO THIS HANDBOOK AT ANYTIME, WITHOUT PRIOR NOTICE, FOR ANY REASON NECESSARY FOR THE PROPER OPERATION OF THE SCHOOL DISTRICT.

GLOSSARY

AFT – American Federation of Teachers , AFT Tulsa Local 6049

Benefits — Additional compensation given to full-time and permanent part-time employees. These benefits include sick leave, personal business days, vacation, holidays, medical, dental, vision, long term disability and life insurance, retirement, flexible spending account, and tax sheltered annuities.

Contract — Temporary - An employee on a terminating contract with no benefits.
Regular - An employee working on a terminating employment contract with benefits.

EAP — Employee Assistance Program – A program offering evaluation, referral and counseling to employees and immediate family members who want professional help in dealing with personal problems.

Employee — A person who performs a service for TPS for wages or salary.

Employee Exempt from the AFT Tulsa Local 6049 Bargaining Unit. — This term means that TPS and the AFT 6049 OK Union have agreed, in writing, that a specific support employee position will **not** be included in the *AFT Tulsa Local 6049* bargaining unit for purposes of collective bargaining negotiations. A list of those support employees who are exempt from the bargaining union can be obtained from the Director of Support Talent.

Employees Not Exempt from the AFT Tulsa Local 6049 Bargaining Unit — This term means that the employee is a support employee and that the Tulsa Public Schools and the AFT 6049 OK Union have **not** reached an agreement to exempt that employee's position from the AFT 6049 OK Union bargaining unit.

Exempt Employee Under the FLSA* — These are employees who are exempt from the overtime compensation requirements of the FLSA and do not have to be paid overtime when they work more than 40 hours in a work week. Generally, to be an exempt employee under the FLSA, certain minimum salary requirements must exist and the employee must be in either an executive, administrative or professional position as those terms are defined in the FLSA.

Fair Labor Standard Act ("FLSA") — The FLSA is a federal law that sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the FLSA and are not exempt from specific provisions of the FLSA.

Full-time Employee — An employee working 25-40 hours per week on a permanent contract. Receives full-time benefits.

Grievance — A dispute, disagreement or controversy involving a violation or interpretation of the Collective Bargaining Agreement between the District and the Union

or any written Board policies, or procedures, or handbooks or any action which results in reduced compensation for any support employee.

Harassment — Unethical and unacceptable employee conduct which will not be tolerated at any level.

Hourly Employee — An employee paid at an hourly rate. These employees are paid bi-weekly.

Immediate Family — Consists of husband, wife, father, mother, son, daughter, brother, sister, grandchild, grandparents and corresponding relatives by marriage. Exceptions will be approved on an individual basis by the Chief Talent Management Officer or designee. (Revised 8-13)

Monthly Employees — An employee paid on a monthly salary schedule. These employees are paid once a month.

Non-Exempt Employee Under the FLSA* — These are employees who under the FLSA must receive minimum wages and overtime payment when they work more than 40 hours in a work week.

Part-time Employee — An employee whose contract specifies 20-24 hours per week on a permanent contract. Receives part-time benefits.

Probationary Period — A new employee serving his first 12 months of employment. General benefits are accrued. Employees employed less than the 12 months are not entitled to a due process hearing if employment is terminated.

Review Committee — A committee composed of three TPS employees (selected by the Director of Support Talent) and/or as many alternates deemed necessary to hear information from all parties involved in a due process hearing.

Sick Day — A benefit offered to regular full-time employees to be used for employee or immediate family.

Support Employee — This term refers to all employees of TPS who are not required by Oklahoma law, their job description or board policy to have either a teacher or administrator's certificate. If you have any questions as to whether you are considered to be a support employee, you should direct your questions to Director of Personnel Services.

Temporary Employee — An employee working under a temporary contract and receiving NO benefits.

Worker's Compensation — This term refers to specific income, medical and disability benefits that are available under the Oklahoma Workers' Compensation Act to employees who are injured on the job at TPS.

*If you have a question as to whether you are an exempt or nonexempt employee under the FLSA, you should direct your questions to the Director of Personnel Services or the Director of Support Talent. Please note that merely because an employee is exempt or not exempt from the AFT 6049 OK bargaining unit has no bearing as to whether he/she is exempt or not exempt from the FLSA.

NONDISCRIMINATION POLICY

Tulsa Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status, marital status, or any other classification protected by applicable law with respect to employment, programs and activities. The following person has been designated to handle inquiries regarding the Tulsa Public Schools' non-discrimination policies:

Human Rights Coordinator
Tulsa Public Schools General Counsel Department
3027 South New Haven Avenue
Tulsa, Oklahoma 74114-6131
918-746-6158

SUPPORT PERSONNEL HANDBOOK

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