



TWIN HILLS PUBLIC SCHOOL
SUPPORT STAFF EMPLOYEE HANDBOOK
2015-2016

Support Personnel Handbook

Qualifications for Employment

Twin Hills Public Schools seeks the best possible people to be employees among its support personnel. Whether one's work involves the direct safety of school children through transportation, housing or recreation as well as the operation of equipment which governs such safeguards or whether one's work responsibility involves significant support through the correct maintenance of other people's records, all areas of work require specific skills along with their incumbent responsibilities. For this reason, those who "work for Twin Hills Schools" must be the finest the community can offer. The young people of Twin Hills deserve no less.

Applications for all positions shall be made in writing and submitted with appropriate credentials. The Immigration Reform and Control of Act 1986 (I-9) requires new employees to show proof of citizenship.

A Board of Education may request in writing to the State Board of Education that a national criminal history record check be conducted of any employee of the school and shall request such information for any person seeking employment with the school. The Oklahoma State Bureau of Investigation (OSBI) shall obtain fingerprints of the employee or prospective employee and require that the person pay a search fee not to exceed Fifty Dollars (\$50.00) or the cost of the search, whichever is the lesser amount.

All new transportation employees must pass a physical examination and a drug-screening test before being employed by Twin Hills Public Schools.

Employment Policy

The Twin Hills Board of Education fully supports a policy of equal employment opportunity in all job classifications of Dependent School District Number C011. Equal opportunity shall be provided for all regular employees and applicants for employment on the basis of their demonstrated ability and competence without discrimination because of their race, religion, gender, national origin or age. All school district personnel concerned with recruitment, hiring, training, assignments, promotions, transfer, compensation, dismissal and all other employment practices are directed to govern personnel actions and procedures within the intent of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Act of 1972, and additional laws and orders that pertain to the employment policies of Twin Hills Public Schools. This policy supplements the non-discrimination policy adopted on March 2, 1970, which is cited on the next page.

NOTICE OF NONDISCRIMINATION

Twin Hills Public School does not discriminate on the basis of race, color, national origin, gender, age, or disability in admission to its programs, services, or activities, in access to them, in treatment of individuals, or in any aspect of their operations. Twin Hills Schools also does not discriminate in its hiring or employment practices.

This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to the designated compliance coordinator(s).

Name/Title: Gary McElroy/ Superintendent

Office Address: 7225 Twin Hills Rd Okmulgee, Ok 74447

Phone Number (Voice/TDD): 918-733-2531

Days/Hours Available: 8:00 – 3:30 on school days

**TWIN HILLS SCHOOL DISTRICT
GRIEVANCE PROCEDURE FOR FILING, PROCESSING
AND RESOLVING ALLEGED DISCRIMINATION COMPLAINTS**

I. DEFINITIONS

- A. Discrimination Complaint: A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, gender (including sexual harassment), religion, age or disability.
- B. Grievant: Any person enrolled in or employed by the School District who submits a complaint alleging discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or disability. Sexual harassment is a prohibited type of sexual discrimination under Title IX Coordinator. For purposes of any complaint alleging a violation of Section 504, in addition to those identified as possible grievants in this paragraph, members of the public may also be potential grievants. For purposes of this policy, a parent or guardian's complaint or grievance shall be handled in the same manner as a student's complaint would be.
- C. Title IX, ADA, Title VI and VII and 504 Coordinator(s): The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Titles VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973 and any other state and federal laws addressing equal educational opportunity. The Coordinator under Title IX, ADA, Title VI and VII and 504 is responsible for processing complaints and serves as moderator and recorder during hearings. The Coordinator of each statutory scheme may be the same person or different persons.
- D. Respondent: The person alleged to be responsible for the alleged discrimination contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
- E. Day: Day means a working day when the School District's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

II. PRE-FILING PROCEDURES

Prior to the filing of a written complaint, the student or employee is encouraged to visit with the building principal or the District's Title IX, ADA, Title VI and VII or 504 Coordinator, as applicable, and reasonable effort should be made at this level to resolve the problem or complaint.

III. FILING AND PROCESSING DISCRIMINATION COMPLAINTS

- A. The Grievant submits a written complaint to the Coordinator, as applicable, stating the basis, nature and date of the alleged discrimination, the names of persons responsible (where known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the Superintendent for assignment. Complaints must be submitted within 30 days of alleged violation or date Grievant has become knowledgeable of alleged violation. Complaint forms are available from the offices of the District's Title IX, ADA, Title VI and VII and 504 Coordinators.
- B. The Coordinator conducts an investigation within 10 days of receiving the complaint, to the extent reasonably possible, which may include but not be limited to, interviewing the Grievant, any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (1) confirm or deny facts; (2) indicate acceptance or rejection of the Grievant's requested action; and (3) outline alternatives.

As to complaints of discrimination by students and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the Grievant and only when the disclosure is required or permitted by law. If a complainant wishes to remain anonymous, the Coordinator will advise him or her that such confidentiality may limit the School District's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with its investigation.

- C. The Respondent will submit a written answer within 10 days to the applicable Coordinator.
- D. Within 5 days after receiving Respondent's answer, the applicable Coordinator will refer the written complaint and Respondent's written answer to the Principal or Other Designee for a hearing. If any person charged with decision-making responsibility at any level of this grievance procedure is the person alleged to have committed the discriminatory act(s), then a different decision maker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent, the Principal or Other Designee. The hearing will be conducted within 10 days after the Coordinator receives Respondent's answer.

- E. At the hearing, the Principal or Other Designee will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.
- F. Within 5 days after the hearing, the Principal or Other Designee will issue a written decision to the Grievant, Respondent and applicable Coordinator.
- G. If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator within 5 days and request, in writing, an appeal to the Superintendent. The written appeal shall contain a specific statement of the basis for the appeal.
- H. Within 5 days after receiving the appeal, the applicable Coordinator will refer the appeal and the evidentiary record created below to the Superintendent. The applicable Coordinator will schedule a hearing with the Grievant, Respondent and Superintendent within 10 days of receiving the appeal.
- I. The Superintendent will act as an intermediate level of appeal by reviewing the Principal or Other Designee's decision and the oral and written evidence presented below and making a decision. At the hearing, the Superintendent may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented.
- J. Within 5 days after the hearing, the Superintendent will issue a final decision in writing to all parties involved.
- K. If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within 5 days and request an appeal to the Board of Education. The written appeal shall contain a specific statement of the basis for the appeal.
- L. The applicable Coordinator will notify the Board of Education, in writing, within 5 days after receiving the appeal. The Clerk will place the appeal on a board agenda within 30 days from the date of notification to the Board of Education.
- M. The Board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the Board meeting, the Board may ask for oral or written evidence from the parties and any other individual it deems relevant. The Clerk will make arrangements to audiotape any oral evidence presented. Within 5 days of the meeting, the Board will issue a final decision in writing to all parties involved.

IV. GENERAL PROVISIONS

- A. Extension of time: Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date the complaint is filed until the complaint is resolved shall be no more than 120 days.
- B. Access to Regulations: Upon request, the School District shall provide copies of any School District regulations prohibiting discrimination on the basis of race, color, national origin, religion, gender, age or disability.
- C. Confidentiality of Records: Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the School District. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.
- D. Representation: The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.
- E. Retaliation: No reprisals or retaliation will be allowed to occur as the result of the good faith reporting of a discrimination complaint.
- F. Basis of Decision: At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.
- G. Section 504 Due Process Procedures: For information concerning due process procedures under Section 504, the Grievant should contact the 504 Coordinator.

Adopted this _____ day of _____

GRIEVANCE FORM

1. Name and Address of Charging Party (Grievant):

2. Date: _____

3. Phone numbers where Grievant may be reached:

Home: _____
Office: _____
Other: _____

4. Statement of grievance (please provide as detailed a statement as is possible and feel free to attach supplemental pages if necessary for a complete understanding of your concerns):

5. Please identify any documents or other materials which support your grievance. If documents or materials are in your possession, please attach copies to this grievance.

6. Please identify what action or relief you are seeking as a result of this grievance.

Signature of Grievant

IF, AS A RESULT OF A DISABILITY, YOU NEED ASSISTANCE IN COMPLETING THIS FORM, PLEASE CONTACT THE DISTRICT'S ADA COORDINATOR,

**ADA COORDINATOR
TWIN HILLS SCHOOL DISTRICT
7225 Twin Hills Rd
Okmulgee, Ok 74447
Telephone: (918) 733-2531
Facsimile: (918) 733-2861**

GRIEVANCE PROCEDURE GENDER DISCRIMINATION

It is the policy of the Board of Education that the superintendent shall serve as Title IX Coordinator for this school district. The superintendent shall direct the implementing of educational amendments and regulations as it pertains to prohibition of gender discrimination in education, and shall prepare a regulation governing gender discrimination grievance procedures.

The board shall appoint on a periodic basis a gender discrimination grievance committee which shall consist of an administrator, a parent, and a member of the certified teaching staff.

NONDISCRIMINATION (REGULATIONS)

In accordance with the policy of the board of education, the following regulations shall apply to insure that all local, state, and federal laws, regulations, and guidelines are followed.

General

In order for the school district to continue to receive federal financial assistance, it must comply with Title IX and the regulations promulgated through the U.S. Department of Health, Education and Welfare by the Department's Office for Civil Rights interpreting Title IX. If any program or activity of this district fails to comply with Title IX, or the federal administrative regulations implementing Title IX, public hearing would be held by the federal government which could result in the termination of federal funding of this district.

In addition to these sanctions, however, the board of education is of the general view that discrimination on the basis of gender in any education program or activity of this district is not to be permitted except where necessary to accomplish a specific purpose that does not impinge upon essential equality or fundamental fairness in the treatment of students or employees of this district. Accordingly, employees of this district are required by these regulations to comply with these provisions in relation to any rule or regulation adopted by the board of education of this district and to any state and federal laws applicable to this district.

Application to Specific Education Programs and Activities

This prohibition against action by employees or other persons acting in the name and on the behalf of this district which bases any exclusion from participation in, denial of benefits from, or discrimination in, any educational program or activity because of the gender of a student or employee applies to all education programs and activities conducted by this district including, but not limited to, the following:

- I. Educational Programs

- A. Course Offerings—Applies to all course offerings, except with respect to physical education classes and activities at the elementary and secondary school levels. The following are not prohibited:
1. Grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to gender;
 2. Separation of students by gender within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other body contact sports;
 3. Separation of students by gender in classes dealing exclusively with human sexuality; and
 4. Separation of persons based on vocal range or quality even though such separation may result in chorus or choruses of one or predominantly one gender.

- B. Athletics—Applies to all athletic programs or activities, except that separate teams for members of each gender may be operated:

1. When the sport involved is a contact sport; or
2. Where selection for the separate teams is based upon competitive skill, provided that where there is no such team for the excluded gender, members of the excluded gender must be allowed to tryout for the team unless the sport involved is a contact sport, as defined above.

Equal athletic opportunity shall be provided for members of both genders, including equal provision for equipment, supplies, coaching, facilities, services, and publicity, except that unequal aggregate expenditure of funds for members of each gender or male and female teams will not in or of itself constitute a violation of these regulations.

- C. Counseling—Applies to all counseling and guidance activities at the elementary school level.

- D. Textbooks—Nothing in these regulations shall be interpreted as requiring or prohibiting or abridging in any way the use of particular textbooks or curricular materials.

II. Other Activities or Facilities

- A. Financial Assistance—Applies to offering scholarship or other aid or assisting non-school organizations in the offering of scholarships or other aid to students of this district.
- B. Employment Assistance—Applies to all efforts to place students in employment. The district shall, as part of any employment assistance program for students, ensure that all employment opportunities are made available without discrimination on the basis of gender and refuse participation in its student employment program to employers who would practice such discrimination.

- C. Health and Insurance—Applies to all health or insurance policies offered to students but does not prohibit benefits or services which may be used by a different proportion of students of one gender than of the other, including family planning. If full coverage is provided, such coverage must include gynecological care.
- D. Housing—Nothing in these regulations shall be interpreted as prohibiting the separation of students by gender in housing for field trips or other reasons. Such separate housing must be comparable in quality and availability.
- E. Toilet, Locker, and Shower Facilities—Separate toilet, locker, and shower facilities may be provided on the basis of gender. Such facilities shall be comparable to similar facilities provided for students of the other gender.

No rule on marital, family, or parental status that treats one gender different from the other shall be applied or enforced.

III. District Employment Activities

Applies to all aspects of the district's employment programs, including but not limited to, recruitment, advertising, process of application for employment, promotion, granting of tenure, termination, layoffs, wages, job assignments, leaves of absence of all types, fringe benefits, training programs, employer-sponsored programs, including social or recreational programs and any other term, condition, or privilege of employment. Specifically, the following personnel employment practices are prohibited:

- A. Tests—Administration of any test or other criterion which has a disproportionately adverse effect on persons on the basis of gender unless it is a valid predictor of job success and alternative tests or criterion are unavailable.
- B. Recruitment—Recruitment of employees from entities which furnish as applicants members of only or predominately one gender, if such action has the effect of discrimination on the basis of gender.
- C. Compensation—Establishment of rates of pay on the basis of gender.
- D. Job Classification—Classification of jobs as being for males or females.
- E. Fringe Benefits—Provision of fringe benefits on the basis of gender; all fringe benefit plans must treat males and females equally.
- F. Marital and Parental Status—Any action based on marital or parental status; pregnancies are considered temporary disabilities for all job-related purposes and shall be accorded the same treatment by the district as are all other temporary disabilities. No inquiry shall be made by the district in job applications as to the marital stats of an applicant, including whether such applicant is "Miss" or "Mrs.," but inquiry may be made as to the gender of a job applicant for employment if made of all applicants and is not basis for discrimination.
- G. Employment Advertising—Any expression of preference, limitation, or specification based on gender, unless gender is a bona fide occupational qualification for the particular job in question.

Policy Enforcement

To ensure compliance with board policy, the superintendent shall:

- I. Designate a member of the administrative staff to:
 - A. Coordinate efforts of the district to comply with these regulations;
 - B. Develop and ensure the maintenance of a filing system to keep all records required under these regulations;
 - C. Investigate any complaints of violation of these regulations;
 - D. Administer the grievance procedure established in these regulations; and
 - E. Develop affirmative action programs, as appropriate; and
- II. Provide for the publication of these regulations on an ongoing basis to students, parents, employees, prospective employees, and district employee unions or organizations, such publication to include the name, office, address, and telephone number of the compliance administrator designated above.

GENDER HARASSMENT

The policy of this school district forbids discrimination against any employee or applicant for employment on the basis of sex. The Twin Hills Board of Education will not tolerate gender harassment by any of its employees. This policy applies to non-employee volunteers whose work is subject to the control of school personnel.

General Prohibitions

- I. Unwelcome Conduct of a Sexual Nature
 - A. Conduct of a sexual nature may include verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; and sexually-oriented “kidding” “teasing,” double meanings, and jokes.
 - B. Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
 - C. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

II. Sexual Harassment

For the purpose of this policy, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment if:

- A. Submission to the conduct is made either an explicit or implicit condition of employment;
- B. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- C. The conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

Specific Prohibitions

I. Administrators and Supervisors

- A. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- B. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

II. Non-administrative and Non-supervisory Employees

It is sexual harassment for a non-administrative and non-supervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.

Report, Investigation, and Sanctions

- I. It is the express policy of the board of education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance policy.
 - A. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the alleged offending person, the report will be made to the next higher level of administration or supervision, unless it is the superintendent who is the alleged offender. In which case, the complaint shall be referred to the board president.

- B. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.
 - C. Confidentiality will be maintained; however, absolute confidentiality cannot be guaranteed because of due process concerns which arise in sexual harassment investigations. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- II. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of sexual harassment.
- III. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural and due process requirements.

**REFERENCE: Title VII of the Civil Rights Act of 1964
42 U.S.C. § 2000e-2
29 C.F.R. § 1604.1, et seq.**

GENDER HARASSMENT REPORT FORM

TO: TWIN HILLS Board of Education

FROM: _____ (Grievant's full name)

Grievant's relationship to the school district:

____ Student
Classification _____
____ Employee
Job Title _____

____ Vendor
____ Volunteer

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Name(s) and title(s) of the individual(s) you believe sexually harassed you: _____

Date, time, place, and location of incident(s): _____

Please use reverse of this form or attach additional sheets if necessary.

Please list any witness(s) to the above-described incident(s): _____

I certify that I have completed this report to the best of my ability. The information I have provided is a true and accurate account which is correct and complete to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

(If under 18, parent must sign as well.)

This report was received by: _____

Employment Contracts

The contracts for Support personnel will terminate at the end of each contract year/term. Support personnel 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.

Change of Name or Address

Any employee whose name is changed by marriage, a divorce or other legal procedures must immediately notify in writing the Superintendent's Office of such change. Immediate notification is also required when the employee changes his/her address.

Fringe Benefits

Support personnel working a minimum of an average of 20 hours per week will be eligible for paid health insurance at a rate of Health choice High Option.

Flex Benefit in Lieu of Health Insurance: Support employees that provide proof of existing health insurance will be paid a flex benefit of \$189.69 per month according to state guidelines

Sick Leave

Sick leave benefits are provided to all permanent full-time contract (25-40 hours per week) employees and permanent part-time contract (20-24 hours per week) employees of Twin Hills Public Schools as an effort to offer an element of security during the time of family illness. Support personnel may earn up to ten (10) sick leave 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 worked per day for permanent full-time employees, and no more than 4 hours per calendar month for permanent part-time employees. Twelve-month employees will begin to earn their sick leave days in July, and ten-month or eleven-month employees when their contract begins. A new employee must work one-half of the working day in a pay period to receive sick leave credit for that pay period. Unused sick leave will accumulate from year to year as long as the employee remains continuously employed by Twin Hills Public Schools. The maximum accumulated sick leave credit shall be unlimited. Accumulated sick leave credit will be reduced by one day for each day on which the employee is absent for reasons covered by the sick leave 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 leave only for personal illness or for illness and/or death in the immediate family. Sick leave may be used for routine dental or medical appointments with a minimum of one-half (1/2)-day sick leave deduct. The term "illness" shall include but not be limited to temporary disability resulting from pregnancy, miscarriage, childbirth and the recovery therefrom.

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 Leave**. An employee who abuses the sick leave policy is subject to dismissal or other disciplinary action.

Any employee may be required to submit appropriate evidence concerning the cause of absence in order to qualify for sick leave benefits. Appropriate evidence will include any of the following at the direction of the Superintendent:

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

Appropriate evidence will be submitted:

1. When requested by the principal or immediate supervisor
2. When sick leave is claimed on days of unusual or inclement weather
3. When sick leave is claimed on days immediately preceding or immediately following holidays or non-work days other than weekends

Family and Medical Leave Act

It is the policy of Twin Hills Public Schools to comply fully with the requirements of the Family and Medical Leave Act of 1993 (the "Act"). This Act requires that Twin Hills Public Schools provide up to twelve (12) work weeks per year of leave to eligible employees. "Eligible employees" are those employees who: (1) have been employed for at least one year by the Twin Hills Public Schools; and (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. For the purpose of determining eligibility, a "year" will constitute a period of twelve months commencing on 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, or 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 insure 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 leave 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. It is the policy of the School District that all paid non-Act leave will be used first.

Application for Leave

For an eligible employee to request a leave, a letter must be sent to the Superintendent 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 Superintendent's 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 Twin Hills Public School District for at least three (3) consecutive years as a full-time, 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 20 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 the Human Resources 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. **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.
5. **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 Superintendent prior to April 25 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, Automatic Leaves 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 permanent 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 reasons which are 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 leave benefits are provided, then for each day’s additional absence the amount of the employees 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 and an HMO option.

Employee paid premiums are paid on a pre-taxed basis.

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

***If an employee does not take out insurance through the school health care program, employee must provide proof of outside Health Insurance in accordance with the Affordable Care Act.

If an eligible employee does not enroll during the first thirty- (30) days of his/her employment, the employee will have to wait until option time. *Option time* is October 1st to October 15th of each year. Support employees of 6 (four) hours or more per day are eligible for coverage of employee's health insurance up to Health Choice High Option.

Personal Business Leave

Effective July 1, 1991, House Bill 1190 requires Twin Hills Public Schools provide all support employees with three (3) non-cumulative days of personal business leave upon a 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 Twin Hills Public Schools. 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. Any unused Personal Business Days will be added to your accumulated sick days. If personal leave is exhausted, you may request from your principal or supervisor the use of sick leave, should special circumstances arise.

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 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.

Tax-Sheltered Annuities

For employees who seek investment opportunities through tax-sheltered annuities, Twin Hills Public Schools offers assistance through several payroll deduction plans. Please contact the Business Manager at the Superintendent's Office.

Tulsa Teachers' Credit Union

Employees of Twin Hills Public Schools are eligible to become members of Tulsa Teachers' Credit Union which offers considerable financial services.

Payroll Deductions

Because employees are called upon for professional dues, and because many seek salary protection insurance, salary deduction plans are available to employees who would choose this method of payment.

Workers' Compensation

The Twin Hills Public 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 description of the accident and related injury, including identification of any witnesses. Injured Employee must come to the administration office to receive and complete a CC-FORM-2 as soon as following reporting to supervisor.

Workers' compensation: Questions and Answers

The following are common questions and answers related to Workers' Compensation:

1. What is Workers' Compensation:

The Workers' Compensation Act is a law requiring employers to provide medical and income benefits to employees who have work-related injury or illness.

2. Who can receive Workers' Compensation?

Everyone who is employed by the District is eligible to receive Workers' Compensation benefits for work-related injury illnesses. The only exception is independent contractors, who must carry their own worker's compensation coverage.

3. How long do I have to be employed by the District before I am eligible for Workers' Compensation benefits?

Workers' Compensation coverage begins the first day of employment.

4. What benefits am I eligible for if an injury results in a permanent disability?

If you suffer some *permanent* impairment as a result of an on-the-job injury your benefits are awarded by the Workers' Compensation court based on the type and extent of your disability as outlined in the Workers' compensation Act schedule. If you have suffered a permanent disability not specifically listed on the schedule, the "Guidelines for the Evaluation of Permanent Impairment" published by the American Medical Association will be used.

5. Will there be any disciplinary action due to an on-the-job injury?

No disciplinary action will be taken as a result of missing work due to being injured on-the-job. The normal investigative process will be followed, however, for safety violations or willful actions that contributed to your injury.

6. If I return to work and have to go for further treatment, must I do so on my own time?

You are encouraged to make appointments outside of your normal work hours. If you are unable to do so, you will be allowed necessary time off during the workday. You will receive wages for this time, without loss of your sick leave benefits.

7. What if the doctor releases me to light duty?

You must notify your supervisor immediately and provide the doctor's release to return to work to your supervisor. The District will work closely with the physician in attempting to return you to a level of work you can perform safely. There are occasions when the level of activity approved by your physician is not available in any positions provided by the District.

In this instance, you will be advised of the District's efforts on your behalf and of the basis for its conclusions.

8. What will happen if I am not physically able to return to my job after recovery?

The District will make every effort to place you in an alternate position. Depending on physical condition, your skills and the physician's recommendations, the District may provide a vocational evaluation to explore options for your retraining. The District will work with you to assist you in returning to work or it may work within the Workers' Compensation system to provide you with retraining to assist you in locating an alternate occupation.

9. Who will know about my injury and Workers' Compensation situation?

The District keeps your injury and benefit information confidential unless you request otherwise. Within the District only your supervisor, Payroll and the Superintendent will know of your situation unless you volunteer that information to others.

10. Do I need an attorney?

It is your right to employ an attorney at any time. The District is committed to providing to you every benefit to which you are entitled *whether or not you have an attorney*. It is our intent to answer any questions you may have about your claim and to provide the assistance you need to return to work. The benefits to which you are entitled are set out very clearly in the law and will not change whether or not you hire an attorney.

11. What if I know of someone who is collecting Workers' Compensation from the District and is not really injured and/or is working another job?

Illegal collection of Workers' Compensation is a fraud and is classified as a felony under Oklahoma law. If convicted, it is punishable by prison time and/or a fine. If you know of someone who is committing fraud, please report it to the Superintendent's Office immediately. You will remain anonymous and the District will investigate your information to the fullest.

12. How does FMLA leave relate to my Workers' compensation benefits?

On the 4th day of absence.

Retirement

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 leave may be counted as an additional year of creditable service toward retirement at the time of retirement by the Teachers' Retirement system of Oklahoma if the employee became a member prior to July 1, 1992.

Social Security

Effective July 1, 1991, all support employees are required to contribute 7.65% to the Federal Insurance Contribution Act (FICA). The 1990 Revenue Reconciliation Act requires all

state employees be covered. FICA is your contribution toward social security retirement and Medicare.

Terminations

A support personnel employee may be suspended, demoted or terminated for practice of any of the following inappropriate acts:

1. Falsification of personnel or other records.
2. Unexcused failure to be at workstation at starting time.
3. Unexcused absenteeism.
4. Chronic absenteeism for any reason.
5. Chronic tardiness.
6. Wasting time or loitering during working hours.
7. Leaving work area during work hours, without permission, for any reason.
8. Possession of weapons on school premises.
9. Removing school district property or records from school district premises without proper authority.
10. Willful abuse, misuse, defacing or destruction of school district property, including tools, equipment or property of other employees.
11. Theft or misappropriation of property of employees, students or of the school district.
12. Sabotage.
13. Interfering with another employee's performance of his/her job.
14. Refusal to follow instructions of supervisor.
15. Refusal or failure to do work assignment.
16. Unauthorized operation of machines, tools or equipment.
17. Threatening, intimidating, coercing or interfering with other employees or students.
18. Making or publishing false, vicious or malicious statements concerning any employee or supervisor.
19. Creating a disturbance on school premises.
20. Creating or contributing to unsanitary conditions.
21. Playing "practical jokes" which are injurious to other employees and/or school district personnel.
22. Possession, consumption or reporting to work under the influence of beer, alcoholic beverages (including wine), nonprescribed drugs or controlled, dangerous substances/illegal chemical substances. "Under the influence" of controlled, dangerous substances/illegal chemical substances shall mean a support/personnel employee who has a controlled, dangerous substance/illegal chemical substance in his/her body system in any detectable amount. "Controlled, dangerous substance/illegal chemical substance," means any substance which an individual may not sell, possess use or distribute under Oklahoma or federal law. The term includes, but is not limited to, marijuana and cocaine.
23. Disregard of known safety rules or common safety devices provided.
24. Unsafe operation of motor driven vehicles.
25. Operating machines or equipment without using the safety devices provided.
26. Gambling on school district property.

27. Unauthorized distribution of literature, written or printed matter of any description on school district property.
28. Posting or removing notices, signs or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
29. Poor workmanship.
30. Immoral conduct or indecency, including abusive and/or foul language.
31. Excessive personal calls during working hours, except for emergencies. This includes incoming and outgoing calls including personal cell phones.
32. Walking off one's job.
33. Clocking another employee's time card or time sheet in or out.
34. Smoking in an unauthorized area.
35. Refusal of job transfer, if the transfer does not result in a demotion.
36. Abuse of "breaks" (rest periods) or meal period policies.
37. Insubordination of any kind.
38. Unable, due to illness or accidental injury, to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within twelve (12) work weeks or the number of work days equal to employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the illness or injury.

Individuals who have resigned from Twin Hills Public Schools may be reemployed, but under the same terms and conditions applicable to any new employee. Support personnel who have been terminated from Twin Hills Public Schools may not be reemployed.

Resignations

Any employee desiring to resign shall give written notice to the Superintendent's Office at least fourteen (14) days prior to the effective date of their resignation. Resignations will be effective at four-thirty (4:30) p.m. on the day requested.

TWIN HILLS PUBLIC SCHOOLS SUPPORT STAFF ANNUAL EVALUATION

Employee's Name _____ Position _____

Site _____ Date _____

PERFORMANCE EVALUATION FACTORS PERFORMANCE ASSESSMENT

Consider each factor independently after reading the factor definition. Indicate your evaluation by placing a check mark in the appropriate box.	<i>Meets Expectations</i> Job performance meets what is expected of an individual in this classification.	<i>Needs Improvement</i> Job performance is generally below expectations.	<i>Does Not Meet Minimum Requirements</i> Job performance is so far below minimum expectations as to be unacceptable. Performance improvements must be accomplished. A job target report is required for this rating.
1) Work Knowledge: Consider the employee's understanding of job description.			
2) Work Quantity: Consider the amount of satisfactory work produced.			
3) Work Quality: Consider neatness, accuracy and excellence of work produced.			
4) Dependability: Consider attendance and punctuality.			
5) Judgment and Decision-Making: Consider the ability to make a decision, form an opinion or take action objectively, wisely and with authority.			
6) Initiative: Consider amount of supervision required and the ability to initiate action.			
7) Public Contact and Communications: Employee is honest, tactful, helpful and courteous.			
8) Ability to Plan and Organize: Consider the ability to plan duties in an effective manner.			
9) Human Relations: Works effectively and in a cooperative manner with other staff members and the public.			
10) Personal Safety: Utilizes safety procedures when performing job duties.			

Comments:

Recommendations: Do you recommend the continued employment of this employee?

_____ Yes _____ No (If no, attach explanatory statements).

I have read and received a copy of the above evaluation. I understand my signature does not indicate agreement. I understand that if I disagree, I have two (2) weeks to submit a written commentary to be attached to this evaluation and placed in my personnel file.

_____ Date _____
Employee's Signature

_____ Date _____
Evaluator's Signature

TWIN HILLS PUBLIC SCHOOLS

JOB TARGET REPORT Support Personnel

First Notice Second Notice Final Notice Date _____ 20____

TO EMPLOYEE _____ Division _____

Department _____ Building _____

Assignment _____

We believe that every individual wants to know if satisfactory performance is not being given and/or if district practices and policies are being violated. Each employee is given every opportunity to correct unsatisfactory performance. Dismissal is considered only as a last resort.

Your conduct is not in keeping with district practices and policies for the following reasons:

Your work is unsatisfactory for the following reasons:

THE FOLLOWING IMPROVEMENTS ARE REQUIRED BY (Date) _____

(Indicate specific program for improvement, measurement criteria, and consequences if improvement is not achieved) _____

The Employee Assistance Program is available to all employees of the Twin Hills Public Schools. This confidential program may be utilized by calling 733-2531.

Copy received by:

(Employee's Signature)

(Administration)

