UNION PUBLIC SCHOOLS

MASTER CONTRACT

BETWEEN THE

BOARD OF EDUCATION

AND THE

UNION SUPPORT PERSONNEL ASSOCIATION

2025-2026

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CERTIFICATION OF RATIFICATION

Ratification of the foregoing Contract between the parties is attested to by the representatives whose signatures appear below.

UNION SUPPORT PERSONNEL ASSOCIATION

By Matthew Copeland — June 6, 2025

President — Date Ratified

By Matthew Copeland — June 6, 2025

Chief Negotiator — Date Ratified

UNION BOARD OF EDUCATION

By Joey Reyes — June 24, 2025

President of the Board — Date Ratified

By Dr. John Federline — June 24, 2025

Superintendent — Date Ratified

ARTICLE I

Scope of Contract

RECOGNITION

This master contract is mutually entered into by and between the Board of Education of the Union Public Schools hereinafter termed the "Board" and the Union Support Personnel Association hereinafter termed "USPA." The Procedural Agreement establishing negotiation guidelines is incorporated by reference and appears as ATTACHMENT A.

December 1991

PRINTING AND DISTRIBUTION OF AGREEMENT

Within thirty (30) calendar days of ratification, a booklet containing the ratified agreements between the parties will be assembled. The parties must review and mutually agree that the booklet is ready to print. It shall be the responsibility of the Board to post online or print and distribute copies of the Agreement to all support employees.

December 1991
Revised, July 1992
Revised, August 2008
Revised, June 2012

SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect. If the parties mutually deem it necessary, they may commence negotiations within thirty (30) days to replace the severed provision.

December 1991

DURATION OF AGREEMENT

This Agreement represents the full and complete agreement between the Board and the USPA and shall remain in effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

December 1991

STATUTES, RULINGS, AND REGULATIONS

The Board and USPA agree to abide by all applicable state and federal statutes, rulings, and regulations.

December 1991

ARTICLE 2

Association Rights

ASSOCIATION RIGHTS

A. Use of Copy Machine - USPA shall be permitted to use a copy machine at the ESC before or after working hours. The USPA President and the Executive Director of Human Resources shall develop guidelines. USPA will provide its own paper.

B. Use of Buildings for Meetings - USPA shall be permitted use of school buildings and other work places for local meetings and employee conferences. The USPA President and the Executive Director of Human Resources shall develop guidelines.

C. Use of School Mail Boxes - USPA shall be permitted use of employee mail boxes and district e-mail for the purpose of internal communications. USPA may also provide a receptacle at the ESC and at each school or work site. Use of district mail delivery for USPA communications shall not be permitted.

D. Use of Bulletin Boards - USPA shall be provided bulletin board space in an appropriate location at each work site.

E. School Board Briefing Packet - The USPA President shall receive a school board briefing packet before each school board meeting containing an agenda and any pertinent data or items for discussion. Personnel material and any other confidential information or communications shall be excluded.

F. Use of Computers - The USPA President, Vice President, and Secretary shall be provided access to a networked computer, if not already provided as part of their jobs.

December 1991
Revised, July 1992
Revised, July 1995
Revised, June 2003
Revised, August 2007
Revised, June 2017

USPA LEAVE

A. The President or designee shall be provided with up to eighteen (18) days organizational leave during the term of this Agreement, for the purpose of OEA Delegate Assembly, legislative visits, Association-related professional meetings and Association business.

B. USPA representatives shall submit leave requests to their supervisors forty-eight (48) hours in advance of the leave time. Additionally, the leave request must be approved by the USPA President prior to approval by the Human Resources Department. In cases of emergency, the advance notice time may be waived by the Executive Director of Human Resources, Chief Financial Officer or designee.

C. The number of hours for USPA organizational leave used shall be recorded on the employee's time sheet for the period the leave was taken.

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, June 3, 1994
Revised, June 2003
Revised, September 2006
Revised, September 2010
Revised, June 2017
Revised, June 2018

EMPLOYEE COMMITTEES

When a Board-appointed committee requires support staff representation, the Board shall request a list of possible appointees from USPA. This list shall include a minimum of four (4) names for each appointed position. Any or all employees on the list may be appointed. The Board reserves the right to name additional support staff employees to the committee.

Adopted, December 1991

SCHOOL CALENDAR

Prior to March 1 of each calendar adoption year, the USPA may prepare alternative calendar proposal(s), present these calendars to the support employees for their consideration, and submit the calendars and voting results to the Superintendent for consideration.

Adopted, July 1995

ARTICLE 3

Employment Rights

EMPLOYEE WORK SCHEDULE

A. Definitions

1. Regular Full-Time Employee: A support employee who, on a set schedule, consistently works six (6) hours or more per day, five (5) days a week, totaling thirty (30) hours or more per week in the primary job. Other schedule configurations may be approved by the Executive Director of Human Resources.

2. Regular Part-Time Employee: A support employee who, on a set schedule, consistently works at least four (4) hours per day but less than six (6) hours per day, five (5) days a week, totaling at least twenty (20) hours per week but less than thirty (30) hours per week in the primary job category assigned.

3. Temporary Full-Time Employee: A support employee in a temporary position allocated for one (1) full school year due to duration of need or funding basis who, on a set schedule, consistently works six (6) hours or more per day, five (5) days per week, totaling thirty (30) hours or more per week in the job category assigned. This group of employees does not qualify for benefits beyond those legally required or granted by the USPA Master Contract or Board Policy.

4. Temporary Part-Time Employee: A support employee in a temporary position allocated for one (1) full school year due to duration of need or funding basis who, on a set schedule, consistently works at least three (3) hours per day but less than six (6) hours per day, five (5) days a week, totaling at least twenty (20) hours per week but less than thirty (30) hours per week in the primary job category assigned. This group of employees does not qualify for benefits beyond those legally required or granted by the USPA Master Contract or Board Policy.

5. Provisional Employee: A support employee who does not meet the definition of Regular Part-Time, Regular Full-Time, Temporary Full-Time or Temporary Part-Time Employee. This group of employees does not qualify for benefits beyond those legally required.

B. On days when school is closed due to inclement weather, twelve-month and other necessary support employees are expected to work as advised by their supervisor(s). If any employee is not able to start work at the regular time, then the employee will be allowed to complete the proper number of hours of work within the pay period with approval of the employee's supervisor. If possible, make-up hours of work should be performed during the same work week as exchange time.

C. All time worked by the employee must be recorded in the district's timekeeping system.

D. All overtime must be approved by the immediate supervisor in advance. Overtime shall be paid at the rate of one-and-one-half (1 1/2) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours during the employee's work week. An employee may receive compensatory time at time-and-a-half per hour of overtime worked in lieu of overtime pay. All compensatory time must be used by fiscal year end or all time will be paid out by fiscal year end. A record of all compensatory time earned and used will be maintained on the daily work record or timecard. Accrued compensatory time will be applied to any absence for which no leave is available. Any weekend nonscheduled work time during a holiday work week shall be paid at time and half with approval from supervisor.

E. If the employee and immediate supervisor opt for exchange time off, a record of all exchange time earned and used will be maintained on the Employee Daily Work Record, time card or in the electronic timekeeping system. Exchange time must be used in the work week (Sunday through Saturday) earned hour for hour.

An example of exchange time is working one extra hour on day one of the work week (Sunday through Saturday) in exchange for missing one hour on day three of the same work week.

F. For the purpose of determining the work week and calculating vacation, sick leave and personal leave, the following shall count as regular work days: holidays, paid sick days, paid personal days, paid vacation days and other paid leaves. Any paid leave day(s) shall not count toward the forty (40) hours necessary to be worked in one week to be eligible for overtime pay.

G. Employees called back to work shall be guaranteed a minimum of four (4) hours' pay for physically returning back to a site building and a minimum of two (2) hours' pay for remote work.

H. Under extreme weather or local/national disasters, certain staff members may be requested to work onsite under hazardous conditions. If the staff member works under hazardous conditions, the staff member will receive double their hourly rate with approval from the Superintendent or Chief Financial Officer. Hazard pay will be subject to a two hour minimum. Harzardous pay may not be combined with call back minimum

I. If work is required by the supervisor on a district-granted paid holiday, the employee shall be paid at two (2) times the employee's regular hourly rate of pay or may choose equivalent compensatory time.

J. When absence creates work overload, employees and supervisors will make a good faith effort to devise plans to distribute work equitably among those present.

K. By May 15, the next year's support work calendar will be issued to nine-, ten- and eleven-month employees with their start and end work dates clearly indicated. No later than the first day of school in August, a schedule of days to be worked will be posted at the ESC and each school site.

December 1991
Revised, July 1992
Revised, June 3, 1994
Revised, July 1995
Revised, August 1996
Revised, August 1997
Revised, July 1998
Revised, August 1999
Revised, August 2001
Revised, June 2003
Revised, August 2004
Revised, August 2005
Revised, September 2006
Revised, August 2007
Revised, August 2008
Revised, June 2014
Revised, June 2017
Revised August 2020
Revised June 2021
Revised August 2022
Revised June 2024

EMPLOYEE ORIENTATION

It shall be the responsibility of the office of Human Resources to provide each new support employee with an orientation process in order to assist the employee to readily adapt to his/her new position and to become aware of available employee welfare and benefit programs.

Employee orientation is mandatory for all new employees. New employees will receive written notice of date and time to attend. Employees required to attend orientation will be paid for attendance when required by applicable wage and hour regulations.

Failure to attend mandatory new employee orientation may result in the employee being ineligible to waive health insurance benefits until the next open enrollment period and may result in the employee being auto-enrolled in Union's health insurance plan.

December 1991
Revised, July 1995
Revised, August 2001
Revised, August 2004

EMPLOYEE DUE PROCESS RIGHTS

Support staff employees shall be provided all due process rights afforded by state and federal statutes and regulations, and regulations in Policy 4055 regarding suspension, demotion, termination or non-reemployment.

December 1991
Revised June 3, 1994

POSTING OF VACANCIES

A. The Board shall post notice of vacancies for all new or current positions in the bargaining unit in conspicuous employee locations at each building as appropriate.

B. All postings shall contain information pertinent to the position.

C. Vacancies shall be posted five (5) working days before the application deadline unless emergency conditions exist. The five (5) day posting requirement may be suspended by the Administration on April 1 each year. The five (5) day posting shall resume on the first day of October.

D. Part-time bus driver, bus assistant, extended day, child nutrition worker, entry-level grounds and entry-level custodian vacancies are not subject to this posting provision.

E. Temporary/provisional assignments may be made without posting.

F. USPA shall be provided with a copy of each posting.

G. Administrative transfers will not be posted.

December 1991
Revised, July 1992
Revised, July 1995
Revised, August 1999
Revised, August 2000
Revised, August 2001
Revised, August 2004
Revised, August 2005
Revised, September 2010
Revised, June 2019
Revised, August 2020

ADMINISTRATIVE INITIATED TRANSFER

A. An employee who is subjected to an administrative initiated transfer shall be notified of the transfer as soon as practical.

B. A conference will be held with the employee who is being administratively transferred for the purpose of providing the reasons for the transfer.

December 1991

EMPLOYEE INITIATED TRANSFER OR PROMOTION

A. The employee shall be entitled to request transfer or promotion to any vacant, new or current position for which he/she is qualified.

B. In order to qualify for an employee-initiated transfer outside of employee's current division, employee must have successfully completed a three- (3-) month probationary period. Divisions in the district are Curriculum, Finance and Support Services.

C. The employee meeting the minimum qualifications of the position may be entitled to an interview if making proper application.

D. When qualifications are equal, primary consideration shall be given to transfer applicants over new hires.

E. All interviewed transfer applicants shall be notified when the position is filled.

F. An employee moving from one salary grade to a higher salary grade within the same salary schedule and same work calendar will continue to make at least the same hourly wage he/she had been earning before the promotion/transfer.

G. An employee-initiated transfer to a lower-grade position may result in a salary reduction.

December 1991
Revised, July 1995
Revised, July 1998
Revised, August 2001
Revised, August 2004

EMPLOYEE PERFORMANCE EVALUATION

A. The performance of each employee shall be evaluated electronically or in writing by the employee's designated immediate supervisor. At the time of the evaluation conference, the supervisor shall provide the employee a copy of the evaluation.

B. Each evaluator shall review the evaluation procedure and written criteria with employees. The highest rating on the evaluation instrument must be attainable. Evaluators shall also review the evaluation procedure and written criteria with new hires prior to their first evaluation.

C. Employees shall be evaluated at least one (1) time per year, but no later than April 1 of each year.

D. If an employee believes that a supervisor has written an evaluation which is not based on the employee's actual job performance, the employee can appeal the evaluation to the Executive Director of Human Resources. The decision at the second level review will be final.

E. The immediate supervisor shall, if ongoing significant weaknesses are noted in the employee's performance, develop a written plan for improvement, providing suggestions and recommendations aimed at improving performance and eliminating weaknesses cited unless that area of weakness has already been addressed by an admonishment or plan of improvement during the annual evaluation period. The employee shall sign as acknowledgement of receipt and shall be provided a true copy.

1. The employee shall be entitled to submit a written response to the improvement plan for inclusion in the personnel file.

2. Within a reasonable period of time to allow for improvement by the employee, not to exceed sixty (60) calendar days, the immediate supervisor shall conduct another evaluation.

3. Subsequent evaluations which fail to note previously cited weaknesses shall be interpreted to mean that satisfactory improvement has taken place.

F. The evaluation instrument shall be designed cooperatively by the Administration and USPA through a joint committee established by the USPA and the administration to design the evaluation instrument as needed. The recommendations of this committee shall be brought back to the negotiation table for finalizing. The Administration shall supply copies of the performance evaluation for use by the supervisor(s).

G. The performance evaluation is incorporated by reference and appears as Attachment D.

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, June 3, 1994
Revised, July 1995
Revised, August 2000
Revised, August 2005
Revised, June 2012
Revised, June 2016
Revised, June 2017
Revised, June 2019

EMPLOYEE JOB DESCRIPTION AVAILABILITY

The employee may receive a copy of the job description detailing the essential functions of his/her position by requesting a copy from Human Resources.

December 1991
Revised, July 1992
Revised, June 2003

EMPLOYEE PERSONNEL FILE

A. The district shall maintain one (1) official, confidential personnel file for each support employee. The employee shall have the right to inspect his/her file during regular business hours of the Human Resources Office upon request by scheduling in advance to do so. A representative of the employee may examine the employee's file with written authorization by the employee.

B. No disciplinary document shall be placed in the employee's official Human Resources personnel file without first providing the employee a copy. The employee shall sign the document indicating his/her knowledge that the document is being placed in the employee's file.

C. The employee shall have the right to attach a written response to any document placed in his/her file. Such response must be provided within ten (10) days from the date the document is placed in the employee's file.

D. Any suspension, demotion, dismissal, or non-reemployment action taken against an employee for disciplinary reasons must be based on documentation contained in the employee's personnel file.

E. If the employee has not received additional disciplinary documentation after seven years, the employee may request, in writing, that the disciplinary documentation in the personnel file be reviewed by the Superintendent for possible exclusion. Documentation regarding employee involvement in safety incidents will be maintained permanently in an employee’s personnel file.

December 1991
Revised, August 1999
Revised, August 2001
Revised, August 2004

STAFF ASSIGNMENTS WHEN DIVIDING AN EXISTING STAFF

If the opening of a new school requires that specific existing staff must be reduced to staff a new building, the following procedures will be utilized:

A. The existing employees to be reduced will be placed prior to any new hires at that level.

B. Any vacancies remaining after all reduced staff members at that level have been placed, will be subject to the transfer negotiated process.

December 1991

DRIVER ASSIGNMENTS FOR FIELD TRIPS

A. Driver assignments for field trips will follow the procedures in the Transportation Operations Manual that is available to drivers.

B. The Director of Transportation or his designee reserves the right to assign runs to any driver based on the availability of drivers, safety concerns, and unusual circumstances.

C. All activity trips shall be paid at the current hourly rate for all hours the driver is on duty.

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, June 3, 1994
Revised, July 1995
Revised, September 2006
Revised, August 2007
Revised, September 2010
Revised, June 2018

EMPLOYEE MEAL PERIOD

A. Support employees who work five (5) or more consecutive hours daily shall receive a thirty (30) minute meal period per day without pay, with the exception of child nutrition.

B. At the discretion of administration, the meal period may be adjusted to a longer time period to meet the needs of the district and/or site/department.

C. The meal period shall be scheduled with the appropriate administrator or immediate supervisor.

D. Scheduled meal periods will be changed to another time during the day when emergencies or other circumstances prevent meal periods at the scheduled time.

E. Meal periods shall not be cumulative. Unused meal periods may not be saved from one day to the next, nor may they be combined with other break periods to create a longer break.

December 1991
Revised, August 2004
Revised, June 2024

EMPLOYEE BREAK PERIOD

A. Support employees who work five (5) or more consecutive hours daily shall receive two (2) paid fifteen (15) minute break periods daily.

B. Support employees who work four (4) but less than five (5) consecutive hours daily shall receive one (1) paid fifteen (15) minute break period daily.

C. Break periods shall be scheduled with the appropriate administrator or immediate supervisor.

D. When emergencies or other circumstances prevent break periods at the scheduled time, the break period shall be rescheduled with the immediate supervisor at other appropriate times during the day.

E. Paid break periods shall not be cumulative. Unused paid break periods may not be saved from one day to the next. Break periods may not be utilized by the employee to report to work late, to leave early or to extend the lunch hour. Break periods may not be combined within the same day except in the Child Nutrition Department, due to unique operational requirements.

December 1991
Revised, July 1995
Revised, August 2004
Revised, September 2006

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a support employee(s) of an alleged violation, misapplication, or misinterpretation of the terms of the negotiated Agreement.
2. The grievant is the support employee(s) making the claim. The USPA may file a grievance on behalf of the Association when it is alleged that the Association's rights have been violated.
3. Days shall mean work days of the employee. Outside the regular work year of the employee, days shall mean Monday through Friday, except when District offices are closed.
4. A party in interest shall mean the grievant and the administrator/supervisor involved.

B. Purpose

The purpose of this procedure is to secure, at the lowest level possible, an equitable solution to the grievant's claim. Both parties agree that grievance proceedings will be kept as informal and confidential as appropriate at any level.

C. Procedure

Steps shall be followed in sequence, subject to be discontinued by the grievant at any point in the procedure.

1. Informal Procedure

The grievant must discuss the alleged violation informally with his/her immediate supervisor/administrator in an attempt to reach a solution. No written record of the grievance shall be kept if the grievance is not pursued beyond the informal level.

2. Formal Procedure

a. Level One

(1) If the grievant is not satisfied with the disposition of the grievance at the informal level, he/she may file the grievance no later than fifteen (15) business days after the alleged violation was to have occurred. The grievant must cite the article and section alleged to have been violated, and the specific remedy sought.

(2) The supervisor/administrator shall schedule and hold a formal meeting with the grievant within five (5) business days after the receipt of the written grievance and shall transmit a written decision to the grievant within ten (10) business days of the Level One meeting.

b. Level Two

(1) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance with the Superintendent within ten (10) business days of the Level One response.

(2) The Superintendent or his designee shall schedule and conduct a hearing with the grievant and supervisor/administrator within ten (10) business days after receipt of the appeal.

(3) Persons present at this hearing may be the grievant, the grievant's USPA/OEA (non-attorney) representative, the grievant's witnesses, the supervisor/administrator, the supervisor/administrator's representative, and the supervisor/administrator's witnesses.

(4) Each party shall be allowed to submit testimony and exhibits to the hearing officer.

(5) The order of presentation of a Level Two hearing shall be as follows: opening statements, presentation of documentary evidence, calling of witnesses, cross-examination of witnesses and redirect, and closing statements. The grievant shall present his/her case first. Either party involved may waive any part(s) of its presentation.

(6) The hearing officer shall limit the decision to the testimony of witnesses, exhibits, and any evidence as presented.

(7) The hearing officer shall transmit a written decision to the parties in interest within ten (10) business days of the hearing.

c. Level Three

(1) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) business days of the Level Two response for transmittal to the Board of Education.

(2) The Board of Education will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. No testimony, witnesses, or evidence may be submitted or called at Level Three which were not part of the Level Two hearing.

(3) The Board of Education's decision shall be the final step in this procedure, and the signed decision shall be presented to all parties.

D. General Provisions

1. No reprisals will be taken against any employee because of his/her participation in the grievance process.
2. The grievant, anyone on the USPA schedules, may be represented by a USPA/OEA (non-attorney) representative of his/her choosing.
3. The administrator/supervisor speaking on behalf of the district may be represented by the district employee (non-attorney) designated by the Superintendent or designee. At the Board hearing level, attorney representation will be allowed for grievant and the administrator/district.
4. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
5. Hearings held under this procedure shall be conducted at a time and place which will afford all entitled to be present the opportunity to attend.
6. Necessary forms for the filing of a grievance shall be mutually agreed upon by USPA and the Board and will be made part of this Agreement (ATTACHMENT B).
7. Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel files of any of the participants.
8. Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
9. Failure to communicate the decision at any step of this procedure within the specified time limits shall permit the grievant to proceed to the next step.
10. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.
11. The USPA shall receive a copy of all formal grievance notices and decisions.
12. By mutual agreement between the Executive Director of Human Resources and the USPA President, if an alleged violation affects a group or class of support employees, the grievance may be submitted in writing to the Superintendent directly and processing of the grievance shall be commenced at Level Two.

December 1991
Revised, July 1995
Revised, August 2001
Revised, June 2003
Revised, June 2015
Revised, June 2017

ARTICLE 4

General Provisions

MEDICAL/PHYSICAL EXAMINATIONS

A. The Board may from time to time require employees to undergo medical/physical examinations or drug use testing. In such cases, the Board shall pay all costs incurred. The Board policies addressing drug testing are incorporated by reference and appear at Attachment E and Attachment F.

B. Any examinations required prior to employment shall be the responsibility of the employee.

December 1991
Revised, July 1995
Revised, August 2000

PAYROLL DEDUCTION OF USPA MEMBERSHIP DUES

The Union Public Schools Administration shall provide for continuing payroll deduction for membership in USPA through the payroll office. A school employee may request in writing to the professional organization the termination of or initiation of payroll deductions to the professional organization. The professional organization will forward the written request of the employee to the payroll department. Upon receipt of such a request, the payroll department will terminate or initiate any future payroll deductions of the requesting school employee to the professional organization. If the request is to terminate a deduction, the payroll department will not make any advance payments to the professional organization of any future dues on behalf of the school employee. Employees may join the association at any time, and dues will begin at the next appropriate payroll.

December 1991
Revised, August 2000
Revised, August 2005

ACTIVITY PASS FOR ATHLETIC EVENTS

Support employees and one guest will be admitted to all Union Public Schools-sponsored Activities/Events by the employee presenting his/her I.D. badge unless the activity or event is sponsored or co-sponsored by an outside entity. Admittance to events in the UMAC and/or Wellness Center participation may be subject to charges.

December 1991
Revised, June 3, 1994
Revised, June 2003

ARTICLE 5

Authorized Absences

AUTHORIZED ABSENCES

A. Unless otherwise indicated in this Agreement, all leave for all hourly paid employees shall be available in minute increments. For employees exempt from wage and hour requirements, leave must be taken in half-day or full-day increments.

B. Employees must call the proper department supervisor or director/principal or designee for any absence other than pre-approved leave.

December 1991
Revised, June 21, 1993
Revised, June 3, 1994
Revised, July 1995
Revised, August 2004
Revised, August 2008
Revised, June 2012

SICK LEAVE

A. Regular full-time support employees shall accrue paid sick leave at a maximum of one (1) day per month of employment. Regular part-time employees shall accrue paid sick leave based on the primary job assignment as per the HR100 on file in the Human Resources Department. Sick leave will accrue from July 1 through the following June 30. An employee's initial hire date is used to determine the number of days of sick leave available during the first year. The support employee may only utilize sick leave due to (1) personal accidental injury, illness or pregnancy, or (2) accidental injury or illness in the immediate family.

B. The immediate family shall be defined as the employee's spouse, child (including foster children, children of guardianship, or legal dependents), mother, father, or any family member residing in the immediate household. Accumulated sick leave may also be used for the serious illness of a sibling, grandparent, or grandchild.

C. Sick leave shall accumulate up to 120 days (plus current school year's accrual) for full-time employees. For accumulation purposes, one (1) day equals up to 8 hours for full-time employees based on regular work schedule as per the HR100. Part-time employees shall accumulate sick leave for a proportionately equal number of hours up to a maximum of up to 690 hours. On June 30 of each year, any sick leave balance exceeding the maximum will be reduced to 120 days for full-time employees and 690 hours for part-time employees. If an employee transfers from full-time to part-time their sick leave in excess of maximum accrual for part-time employees will be reduced. Sick leave may be taken in one- (1) minute increments.

D. After all accumulated sick leave and other available paid leave has been exhausted, the support employee may qualify for a medical leave of absence as per Policy 5.10.

E. Employees injured on the job and receiving workers' compensation benefits may elect to supplement workers' compensation by taking enough of their sick, vacation or personal leave to give them a full day's pay. Employees may not take an amount of sick, vacation or personal leave that, combined with workers' compensation pay, would give them more than 100% of a workday's pay.

F. Each fiscal year, after six (6) cumulative sick leave absences undocumented by a physician's slip, employee may be required to bring a physician's slip for each occurrence thereafter. If a physician's slip is not provided when required, requested leave will be changed by Human Resources to personal or vacation leave. After sick leave is exhausted, employee will be required to use compensatory time, vacation and/or personal leave or paydock for continued absence(s). One physician's letter may be submitted to cover related treatment absences. Special circumstances may be considered by the Executive Director of Human Resources if presented in writing.

G. Twelve-month employees who need to utilize sick leave on a day when the school sites are closed due to bad weather or emergency are required to submit a physician's statement to verify the absence qualifies for sick leave. If a physician's statement is not provided, the employee will be docked a day of vacation, personal leave or compensatory time, or if the employee has no such leave available, the day will be unpaid.

H. Sick leave records of balances up to and including 120 days, as well as records of days exceeding 120 days, shall be maintained by the district to allow eligible support employees to receive credit for one (1) year of service according to Teacher Retirement System regulations. An employee may request information about his/her specific sick leave balance(s) from the payroll department.

I. Sick leave can only be used while employed as a full-time or part-time employee and will be lost if employee terminates or goes to provisional status.

J. Sick leave will be deducted based on the number of regularly scheduled work hours and will reflect adjusted summer hours when applicable.

K. As of the effective date an employee is approved for payments under the long-term disability policy provided by the district, the employee will cease to qualify to utilize sick leave.

L. The district will provide two (2) weeks of paid parental leave for the birth of a child and to care for such child at the time of the qualifying event for a maximum of once per contract year.

M. The district will provide two (2) weeks of paid adoption leave for adoption at the time of the qualifying event for a maximum of once per contract year.

December 1991
Revised, July 1992
Revised, August 1996
Revised, August 1997
Revised, July 1998
Revised, August 1999
Revised, August 2000
Revised, August 2001
Revised, June 2003
Revised, August 2004
Revised, August 2005
Revised, September 2006
Revised, August 2007
Revised, August 2008
Revised, July 2009
Revised, June 2016
Revised, June 2017
Revised, June 2018
Revised, June 2023
Revised, June 2024

PERSONAL LEAVE

A. Each full-time and part-time support employee will be credited with three (3) personal leave days per year. Personal leave will be deducted based on the number of regularly scheduled work hours and will reflect adjusted summer hours when applicable.

B. A written request to use personal leave must be received by the employee's supervisor at least two (2) days in advance. The director/principal may waive the advance notice in case of an emergency. The director/principal may deny use of leave if it causes a significant hardship in accomplishing the work of the department/school. Appeal of the principal's/director's denial of leave may be made to the Executive Director of Human Resources.

C. Personal leave shall not be taken on days when school remains in session despite emergencies or adverse weather conditions. Exceptions for special circumstances may be authorized by the director/ principal and the Executive Director of Human Resources.

D. Personal leave not used shall be cancelled on June 30 and an equivalent amount of sick leave time added to the employee's sick leave accrual. During the first year of employment, personal leave will be prorated based on hire date.

December 1991
Revised, July 1992
Revised, August 1996
Revised, August 1997
Revised, September 2002
Revised, June 2003
Revised, August 2004
Revised, August 2005
Revised, September 2006
Revised, August 2007
Revised, August 2008
Revised, September 2010
Revised, June 2017
Revised, June 2023

BEREAVEMENT LEAVE / FUNERAL LEAVE

A. Each support employee shall be allowed five (5) paid days of bereavement leave per occurrence for death of a spouse, child, parent legal guardian, brother, sister, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or corresponding step-relatives.

B. Each employee is provided up to three (3) paid days of bereavement leave per occurrence for a death of a grandparent, grandparent of spouse, aunt, uncle, niece, nephew and corresponding relationships by marriage, or the death of a person who has lived regularly in the employee's household.

C. In the event of unusual travel and/or personal problems or for deaths of persons not covered above, employees may apply to the Superintendent for additional bereavement days. If granted, additional days will be at no loss of pay.

D. The employee shall notify his/her immediate supervisor of need to use bereavement leave as soon as possible and utilize the leave within one week. Any exceptions must be approved by the Executive Director of Human Resources.

E. Bereavement leave is non-cumulative.

F. Bereavement leave shall be available beginning at the time of employment.

G. For leave used under this policy, documentation may be required.

H. All support personnel shall be allowed up to two (2) days of funeral leave without loss of pay to attend the funeral of person(s) otherwise not covered by this policy. These days of funeral leave shall be granted two (2) days per year and shall be noncumulative.

December 1991
Revised, July 1992
Revised, June 3, 1994
Revised, August 1997
Revised, July 1998
Revised, August 1999
Revised, August 2000
Revised, September 2002
Revised, August 2007
Revised, August 2008
Revised, June 2013
Revised, June 2014
Revised, June 2015
Revised, June 2017
Revised, June 2019
Revised June 2021
Revised August 2022
Revised, June 2023
Revised, June 2024

PARENTAL LEAVE

A. Upon written request by the employee, parental leave of absence without pay may be granted immediately prior to or after birth or adoption of employee's child for a period of up to one (1) fiscal year by the Superintendent or Executive Director of Human Resources as authorized by the Board of Education. Employees must have completed at least three (3) consecutive full years of employment with the district in order to be eligible for parental leave. Employees on temporary contract are not eligible for parental leave.

   Said written request shall state the necessity for leave, the length of such leave and the expected date of expiration of parental leave. Employees shall not return from leave prior to the date of expiration specified on the leave request without district approval.

B. The employee shall notify Human Resources in writing of his/her intention to return to work thirty (30) calendar days prior to the scheduled end of parental leave. Failure to notify Human Resources in writing of such intent to return may result in termination of employment.

C. Upon return from parental leave, the employee will be placed in his/her same position at the time of taking leave or in a position of equivalent or higher status and pay. The employee shall be placed on the appropriate wage schedule at the level attained as of the time the leave began, suffering no loss of seniority.

D. The employee shall be entitled for the duration of the approved parental leave, to continue participation in all district-offered insurance and other benefit programs at the employee's expense subject to COBRA regulations.

December 1991
Revised, July 1992
Revised, June 2003
Revised, June 2016
Revised, June 2017
Revised June 2021

VACATION LEAVE

A. Full-time, twelve-month support personnel shall accrue a maximum of 12 days paid vacation at a maximum of one (1) day per month of employment.

B. Vacation days shall be accrued proportionately based on the number of hours the support employee is regularly employed.

C. After five (5) years of continuous service in the district, all full-time support personnel shall be allowed to accrue a maximum of 15 days paid vacation based on the employee's fifth-year anniversary date. After ten (10) years of continuous service in the district, all full-time support personnel shall be allowed to accrue 20 days paid vacation based on the employee's tenth-year anniversary date. After twenty (20) years of continuous service in the district, all full-time support personnel shall be allowed to accrue 25 days paid vacation based on the employee's twentieth-year anniversary date.

D. Requests for vacation dates must be made in writing to the employee's supervisor and approved by the immediate director, in consideration of the planned work schedule. The Executive Director of Human Resources or designee will make final approval in consideration of vacation time available. Employees should schedule vacation at least two (2) days in advance except in emergencies, which must be approved by the department director or the Executive Director of Human Resources. Employees should attempt to be absent at times that are least critical and vacation may be denied if the time off interferes significantly with the work that needs to be accomplished.

E. For designated employees at the Rosa Parks Early Childhood Education Center, vacation days will be designated by the principal on days when the students are not in session.

F. Vacation time for the current fiscal year must be used by the end of June of the following fiscal year.

G. Support staff who leave the district or transfer out of a twelve month position, will be paid unused vacation time at their daily rate.

H. Full-time nine-, ten- or eleven-month employees transferring to a twelve-month position will begin accruing vacation on the date of transfer to the twelve- (12-) month position.

I. Vacation time will be deducted based on the number of regularly scheduled work hours and will reflect adjusted summer hours when applicable.

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, July 1995
Revised, July 1998
Revised, August 2001
Revised, August 2004
Revised, August 2005
Revised, September 2006
Revised, August 2008
Revised, June 2016
Revised, June 2017
Revised August, 2020
Revised, June 2023
Revised, June 2024

HOLIDAY LEAVE

A. Within the term of the full-time, twelve-month employee's yearly contract, the employee shall have the following sixteen (16) holidays off with pay: The holiday during Spring Break will be taken on the Friday of Spring Break.

July 4th	1
Labor Day	1
Thanksgiving	3
Winter Holiday	7
Martin Luther King	1
Spring Break	1
Memorial Day	1
Floating Holiday	1
Total	16

B. Within the term of the full-time, nine-, ten-, and eleven-month employees' contracts, employees who work at least thirty (30) hours per week shall have Labor Day off with pay, seven (7) holidays off with pay at the winter break period, three (3) holidays off with pay at Thanksgiving, one (1) holiday off with pay for Martin Luther King Day and one (1) holiday off with pay at the Spring Break period.

C. Should the holiday fall on a Saturday or Sunday, either Friday or Monday shall replace that day off.

D. The floating holiday must be approved 48 hours in advance by the Director, except in an emergency such as hazardous travel conditions. The floating holiday may only be taken as a full day, as defined by the employee's HR100, and may not be broken into hours. The floating holiday is only available from July 1 through June 30 of the current school year and will be cancelled if not used by June 30.

E. With mutual agreement, the Superintendent and the USPA may adjust the scheduling of holidays which fall on a Saturday or Sunday.

F. All holidays are paid at the work hours indicated on the employee's HR100, up to a maximum of ten (10) hours.

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, June 3, 1994
Revised, July 1995
Revised, August 1996
Revised, August 2001
Revised, June 2003
Revised, September 2006
Revised, August 2008
Revised, September 2010
Revised, June 2012
Revised, June 2016
Revised August 2020
Revised, June 2024

LEGAL LEAVE

Support employees shall receive full pay while serving on jury duty or as a witness subpoenaed in a criminal, civil, or juvenile proceeding in a recognized tribal, municipal, county, state or federal court of law. This leave does not apply when the employee is a plaintiff or defendant in a civil or criminal proceeding. The employee shall be entitled to keep any compensation received for serving as a juror or witness.

The employee must provide the district with documentation from the court verifying dates served for the court along with a printed copy of the leave form within fifteen (15) days of the end date of jury/legal service.

December 1991
Revised, August 1997
Revised, August 2004
Revised, August 2007
Revised, September 2010

MILITARY LEAVE

A. The Board shall grant military leave to employees who are members of the military in compliance with state and federal statutes, rules, and regulations. Military leave shall be without loss of pay during the first thirty (30) days of leave.

B. An employee returning from military leave shall be placed in the position held at the time leave began, if such position exists; otherwise, the employee shall be placed in a position of equivalent or higher status and pay.

C. The employee will make every effort to schedule non-required military leave at a time that is convenient for the district's work requirements.

December 1991
Revised, August 1996
Revised, August 2004
Revised, June 2014

MEDICAL LEAVE OF ABSENCE

A. After three (3) full years of continuous employment, upon written request by the employee or his/her immediate family member, medical leave of absence without pay shall be granted for up to one (1) fiscal year for reasons of personal illness or accidental injury or personal illness or accidental injury of an employee's immediate family member.

B. After one (1) full year of continuous employment, but less than three (3) full years of continuous employment, upon written request by the employee or his/her immediate family member, medical leave of absence without pay shall be granted with appropriate documentation for up to six (6) months for reasons of personal illness or accidental injury or personal illness or accidental injury of an employee's immediate family.

C. A written request for medical leave of absence without pay shall be accompanied by a written statement by an accredited, licensed physician providing evidence satisfactory to the Board of the illness or accidental injury for which the leave is sought. Employer may periodically request recertification of medical necessity for leave.

D. Fifteen (15) days prior to the date the employee desires to return to a position with the district or fifteen (15) days prior to the end of fiscal year, whichever comes first, the employee shall notify his/her immediate supervisor in writing. The employee shall also provide a physician's work release if the leave was for employee accident, injury or illness.

E. Upon return from medical leave of absence and presentation of documentation required in C above, the employee will be placed in a position of equivalent pay and same assigned shift and general job category. The employee shall be placed on the appropriate wage schedule at the level attained as of the time the leave began, suffering no loss of seniority.

F. The employee shall be entitled to continue participation in all COBRA-qualifying benefits at employee's expense during the leave period.

G. Nothing in this policy shall operate to limit rights of the employee under applicable Workers' Compensation laws.

December 1991
Revised, July 1992
Revised, August 1996
Revised, August 1999
Revised, August 2000
Revised, June 2003
Revised, August 2005
Revised June 2021

DISTRICT EMPLOYEE SICK LEAVE BANK AND INDIVIDUAL SICK LEAVE DONATION PROGRAM

A. District Employee Sick Leave Bank

A Sick Leave Bank consisting of sick leave days donated by employees of the district shall be established. The guidelines for administering this bank shall be established and carried out by the Sick Leave Bank Committee.

The Sick Leave Bank Committee shall maintain records and submit a report by the end of each fiscal year to the Chief Financial Officer which provides an accounting of the number of days donated, number of days authorized for use, and remaining available balance of the bank. The report shall also list the names of the bank members.

B. Purpose

To provide a bank of sick leave days from which qualifying members of the sick leave bank may request donations for extraordinary or severe illness, injury, impairment or physical or mental condition or pregnancy or recovery from childbirth that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to the School Laws of Oklahoma.

C. Membership

All full-time and part-time district employees (certified, support, associate and administrative) may become members of the sick leave bank upon employment, provided they contribute days to the bank. Members may not access sick bank days until the employee has been a member of the sick leave bank for one (1) year.

1. The committee will notify all new full-time and part-time employees of this benefit.
2. Employees are responsible for initiating the sign-up process and may enroll in the sick leave bank within sixty (60) days of employment date or at an annual open enrollment for benefits.
3. Full-time employees shall contribute at least one (1) day of sick leave upon becoming members of the sick leave bank. Part-time employees must contribute five (5) hours of sick leave upon becoming members of the sick leave bank. Employees (full-time and part-time) may not contribute more than ten (10) days per year to the bank.
4. The minimum number of days in the bank shall be one hundred (100). Should the number of days drop below this minimum, each member shall be required to contribute another day in order to remain a member of the bank. Any member of the sick leave bank who has no sick leave days accumulated when these days are assessed may remain a member of the sick leave bank for the remainder of the current school year and shall contribute one (1) day.
5. Days contributed or assessed become the property of the sick leave bank and no longer count toward the individual member's accumulated or current sick leave. Days contributed shall remain in the sick leave bank until exhausted.
6. Only qualifying members of the Sick Leave Bank may receive donations under this policy.

D. Operation

1. The operation and administration of the sick leave bank shall be by the Executive Director of Human Resources (or the Director of Human Resources), the UCTA President (or delegate), the USPA President (or delegate), Benefits Manager or Specialist and a registered nurse. Such individuals shall constitute the Sick Leave Bank Committee. The Executive Director of Human Resources (or the Director of Human Resources) shall be the Chairman of the Sick Leave Bank Committee.
2. Eligibility for donation and number of sick leave days shall be decided by a majority vote of the Sick Leave Bank Committee. In the case of a tie vote, the Chairman of the committee shall make the final decision.

3. Sick leave bank days cannot be used until all paid compensatory time, sick leave, vacation and personal leave days (support employees) and all sick leave, personal leave and sub-deduct days (teachers) have been exhausted by the employee. Employees may not be reimbursed for sub-deduct costs under this policy.
4. Application must be made in writing to the Sick Leave Bank Committee through the Executive Director of Human Resources. Employees who are eligible to be members of UCTA or USPA should send a copy of the application to the appropriate union president. An employee may be eligible to receive donations if the Committee determines the employee meets the criteria described in this policy and the employee has followed district policies regarding the use of sick leave.
5. In order for the Sick Leave Bank Committee to evaluate whether an application for donation for sick leave bank days qualifies under this policy, the employee must sign a release stating that members of the Sick Leave Bank Committee will be authorized to receive information regarding the nature and extent of the applicant's condition or the condition of the household member for which leave is requested. Applications for sick leave donation from the bank will not be considered until a release has been received from the employee. The Sick Leave Bank Committee members will be required to sign an agreement to keep all such information confidential.
6. The employee will be required to submit a medical certificate from a physician verifying the severe or extraordinary nature and expected duration of the condition, and may be required to provide additional certifications to verify the continued severe or extraordinary nature of the condition and expected duration. "Severe or extraordinary" may include severe conditions resulting in non-elective surgery, as well as life-threatening conditions, but does not include ongoing or sudden conditions that are not severe, extraordinary or life threatening and does not include routine or non-threatening chronic conditions.
7. Sick leave received by the bank will be paid at the daily rate of the receiving district employee. The sick leave received by a district employee from the bank will be designated as donated sick leave and will be maintained separately from all other sick leave.
8. Sick leave received by an employee pursuant to an application for donation from the bank can only be used for the condition verified by the physician pursuant to that particular application and any unused days will be returned to the bank.
9. Pursuant to State law, members who have not abided by district policies regarding the use of sick leave are prohibited from utilizing sick bank days.
10. Use of days:
    a. The maximum number of days granted per application shall be limited to the equivalent of the employee's thirty (30) workdays donated from the bank per school year.
    b. In case of extreme or unusual circumstances, the employee may appeal to the Sick Leave Bank Committee for consideration to extend beyond the thirty- (30-) day per school year limit.
    c. During his/her employment with the district, the employee shall be limited to the equivalent of the employee's ninety (90) workdays donated from the bank.
    d. A qualifying employee who has exhausted his/her availability of donated leave under the Sick Leave Bank policy may utilize sick days donated by individual employees as per the Individual Sick Leave Donation Program below.
    e. Donations from the bank will not be permitted for employees who have been paid for any portion of the workday.
    f. As of the effective date an employee is approved for payment(s) under the long-term disability policy provided by the district, the employee will cease to qualify to utilize sick bank days.

All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of this program.

This policy shall be reevaluated and/or revised annually by the Sick Leave Bank Committee.

E. Individual Sick Leave Donation Program

This program provides a method for full-time and part-time employees who have been employed with the district for three (3) consecutive years to receive donations for extraordinary or severe illness, injury, impairment or physical or mental condition or pregnancy or recovery from childbirth that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to the School Laws of Oklahoma. Requests for donations under this program must be submitted to the Sick Bank Committee for review to determine if employee qualifies for donation under this policy. A USPA/UCTA representative will, if request for donation is approved, distribute information to facilitate donations under this policy.

In order for an employee to donate sick leave to another employee under this program, the donating employee must meet the following conditions:

1. The donating employee must be a full-time or part-time employee and may not donate more than ten (10) sick leave days in any one school year.
2. The donating employee may not donate:
   a. Sick leave brought in from other districts.
   b. Sick leave accrued in excess of 120 days.
3. The donating employee may not donate sick leave under this program if such donation would cause his/her available sick leave balance to drop below 80 hours (10 days).
4. The donating employee must submit a signed, dated form to Human Resources, after designating the number of days he/she agrees to donate and the naming individual to receive the donation. The donating employee will further agree, by signing the form, that he/she will donate any days not used by the individual to the sick leave bank. Any days donated to the sick leave bank become the property of the bank and will remain in the bank until exhausted. If the donating employee does not agree to donate the days unused by the individual to the sick leave bank, sick days cannot be donated to the individual.
5. The donating employee may only donate sick leave to employees qualifying under this policy. An employee may receive donations after the Sick Leave Bank Committee determines that the employee meets the criteria described in this policy and the employee has followed district policies regarding the use of sick leave.

In order to qualify to receive donations of sick leave from an individual, an employee must meet the following conditions:

1. The receiving employee must be a full-time or part-time employee and must have been employed with the district for three (3) consecutive full years (determined by the employee's start date).
2. The receiving employee must also be ineligible for the sick leave bank due to non-membership or because he/she has exhausted his/her ability to receive sick leave donations under the Sick Leave Bank policy.
3. The receiving employee must have exhausted his/her sick leave, vacation and personal leave days (support employees) and sick leave, personal leave and sub-deduct days (teachers). Employees may not be reimbursed for sub-deduct costs under this policy.
4. The receiving employee must have submitted to the Executive Director of Human Resources a certificate from a physician verifying the severe or extraordinary nature and expected duration of the condition.

5. In order for the Sick Leave Bank Committee to evaluate whether an application for donation for sick leave bank days qualifies under this policy, the employee must sign a release stating that members of the Sick Leave Bank Committee will be authorized to receive information regarding the nature and extent of the applicant's condition or the condition of the household member for which leave is requested, and may be required to provide additional certifications to verify the continued severe or extraordinary nature of the condition and expected duration. Applications for sick leave donation from the bank will not be considered until a release has been received from the employee. The Sick Leave Bank Committee members will be required to sign an agreement to keep all such information confidential.
6. The employee will be required to submit a medical certificate from a physician verifying the severe or extraordinary nature and expected duration of the condition, and may be required to provide additional certifications to verify the continued severe or extraordinary nature of the condition and expected duration. "Severe or extraordinary" may include severe conditions resulting in non-elective surgery, as well as life-threatening conditions, but does not include ongoing or sudden conditions that are not severe, extraordinary or life threatening and does not include routine or non-threatening chronic condition.
7. The receiving employee may only utilize the donated days for which he/she qualifies by virtue of the employee's condition or the condition of a household member for which the donation was specifically made. Days not utilized by the receiving employee will not be retained by the employee for future use.
8. During his/her employment with the district, the employee shall be limited to the equivalent of the employee's ninety (90) workdays of sick leave donations from individual(s) under this program.
9. Sick leave received by the employee pursuant to this program will be paid at the daily rate of the receiving district employee. The sick leave received by a district employee from the donating individual will be designated as donated sick leave and will be maintained separately from all other sick leave.
10. Pursuant to State law, members who have not abided by district policies regarding the use of sick leave are prohibited from utilizing sick bank days.
11. Donations under this program will not be permitted for employees who have been released to work for any portion of the workday.
12. As of the effective date an employee is approved for payment(s) under the long-term disability policy provided by the district, the employee will cease to qualify to utilize donated sick days.

All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of this program. The Human Resources Department will not solicit donations from employees under this program.

August 1996
Revised, July 1998
Revised, August 2001
Revised, June 2003
Revised, August 2004
Revised, September 2006
Revised, August 2008
Revised, September 2010
Revised, June 2016
Revised, June 2017
Revised, June 2024

REIMBURSEMENT FOR UNUSED SICK LEAVE

Upon retirement, resignation, severance or other termination, support employees who have been continuously employed in the Union Public School District in a sick leave qualifying position for the last ten (10) years are eligible to be paid for unused sick days in accordance with this policy.

A. Sick leave payout for qualifying, terminating support employees will be automatically initiated at a regular payroll processing date as part of the final payout process of the Payroll department.

B. The Board will pay all qualifying, terminating full-time support employees at the rate of $50.00 per day for 8-hour employees, or less than 8-hour employees would be paid proportional for the daily hours worked for unused sick leave up to 120 days accumulated while employed at Union Public Schools. Only days accumulated while continuously employed at Union Public Schools will be eligible for payment. Transferred-in sick leave days from any source, including sick leave accumulated from prior service with Union Public Schools, will not be eligible for payment.

C. The Board will pay all qualifying, terminating full-time support employees at the rate of $55.00 per day for 8-hour employees, or less than 8-hour employees would be paid proportional for the daily hours worked for unused sick leave accumulated in excess of 120 days. Only days accumulated while continuously employed at Union Public Schools will be eligible for payment. These days in excess of 120 will be maintained by the district until employment ends and will not be available for employee sick leave or donation leave use.

D. Any qualifying, terminating support employee who wants to retain sick days for the purpose of transferring the sick days to another school district for the next school year (rather than having the days automatically paid out), must request in writing to the Director of Payroll that sick days be retained for the purpose of allowing the employee to transfer the sick days to another school district for the next school year. The written request to retain sick days must be received by the Director of Payroll no later than thirty (30) days after the employee's notice of retirement, severance, resignation or other termination is received by the Human Resources Department.

E. The transfer of sick days to another school district must be initiated by the employee by submitting the appropriate form (obtained from the receiving district) to the Payroll Department. By law, such transfer of unused and unpaid sick days to another district must occur for the next school year after the employee terminates employment with Union Public Schools.

Payment can only be made when terminating from a full-time or part-time status position. Current sick leave balance could include the cap of 120 days, plus up to twelve (12) sick days for the current school year, plus any unused personal sick leave days from the previous year.

Only days currently accumulated while continuously employed at Union Public Schools will be eligible for payment. A leave of absence granted by the Board shall not be considered as an interruption of employment.

August, 2007
Revised, August 2008
Revised, June 2012
Revised, June 2014
Revised, June 2023
Revised, June 2024

ARTICLE 6

Compensation

HEALTH, DENTAL, DISABILITY & VISION INSURANCE

A. 1. After two (2) full months of continuous employment, the district will pay the amount necessary to pay the differential between the State flexible allowance amount and the single premium rate of health, dental and vision insurance for regular and temporary full-time support employees. The district may change the flexible benefit allowance amount mid-year in the event the State Department changes its flexible benefit allowance amount.

Beginning with the health insurance premiums in June of 2009 for Health Insurance Coverage for the 2009-2010 fiscal year, the district will pay up to the differential between the State flexible allowance amount and the single premium rate of the district's Self-Insured Medical Indemnity Plan (PPO) towards the full-time support employee's choice of a district-offered health insurance plan. The district will also pay the single premium for dental and vision insurance for full-time support employees.

2. State Flexible Monthly Benefit Allowance - The state is expected to pay to the district a monthly flexible benefit allowance (State FBA-B) in the amount of not to exceed $189.70 for each regular and temporary full-time (6 hours or more per day) support employee for the purpose of purchasing health insurance. In addition, the state is expected to pay the district a second monthly flexible benefit allowance (State FBA-A) which will only be granted to full-time employees who have district health insurance. The dollar amount of the second State FBA-A is set by the State of Oklahoma. In accordance with the elections made by the district's employees with respect to the district's plan under Section 125 of the Internal Revenue Code (the "125 Plan"), the district will apply the monthly State FBA-A & B toward the payment of health coverage premiums for those employees who have district health insurance coverage. Any portion of the monthly State FBA-B allowance of $189.70 which such employees do not apply for the purchase of insurance coverage under the district's 125 Plan will be paid to the employees as additional cash compensation, subject to all applicable withholdings. The State FBA A & B does not qualify as compensation for purposes of the Teachers' Retirement System. The bill requires the money be pretaxed if it is used for insurance so the district can use the state's money to pay for insurance.

	Regular Full-time Only											
	Grade											Monthly State Flexible Allowance*
	1	2	3	4	5	6	7	8	9	10	11	
Step	00	00	00	00	00	00	00	00	00	00	00	$189.70
Step	01	01	01	01	01	01	01	01	01	01	01	$189.70
Step	02	02	02	02	02	02	02	02	02	02	02	$189.70
Step	03	03	03	03	03	03	03	03	03	03	03	$189.70
Step	04	04	04	04	04	04	04	04	04	04	04	$189.70
Step	05	05	05	05	05	05	05	05	05	05	05	$189.70
Step	06	06	06	06	06	06	06	06	06	06	06	$189.70
Step	07	07	07	07	07	07	07	07	07	07	07	$189.70
Step	08	08	08	08	08	08	08	08	08	08	08	$189.70
Step	09	09	09	09	09	09	09	09	09	09	09	$189.70
Step	10	10	10	10	10	10	10	10	10	10	10	$189.70
Step	11	11	11	11	11	11	11	11	11	11	11	$189.70
Step	12	12	12	12	12	12	12	12	12	12	12	$189.70
Step	13	13	13	13	13	13	13	13	13	13	13	$189.70
Step	14	14	14	14	14	14	14	14	14	14	14	$189.70

* One-half of the listed amount to be paid each pay period under active status at the employee's regular full-time (6 hours or more per day) primary support assignment.

B. The Board and the health insurance provider shall determine the provisions and participation requirements for the plan.

C. Family coverage shall be offered at the employee's expense.

D. If husband and wife are both employed by the district, both single premiums can be applied toward family coverage.

E. Employees who work between twenty (20) and thirty (30) hours per week and who are on district-offered health insurance as of June 30, 2003, shall have access to the individual health insurance provided for regular and temporary full-time support employees. Employees accessing this plan will be responsible for paying their own individual monthly premiums to the third party administrator. Effective July 1, 2002, other employees working between twenty (20) and thirty (30) hours per week will not be eligible to access the district-sponsored health and dental plans.

F. After two (2) full months of continuous employment, the district will pay the individual premium for disability insurance for full-time employees.

G. Failure to attend mandatory new employee orientation may result in the employee being ineligible to waive health insurance benefits until the next open enrollment period and may result in the employee being auto-enrolled in Union's health insurance plan.

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, June 3, 1994
Revised, July 1995
Revised, August 1996
Revised, August 1997
Revised, July 1998
Revised, August 1999
Revised, August 2000
Revised, August 2001
Revised, September 2002
Revised, June 2003
Revised August 2004
Revised, August 2005
Revised, September 2006
Revised, August 2007
Revised, August 2008
Revised, June 2015

LIFE INSURANCE

After two (2) full months of continuous employment, the Board shall pay the individual premium for a $20,000 group term life insurance policy for all full-time and part-time support employees.

If at termination employee elects to convert his/her term life to a personal policy at his/her own expense, such election must be in writing within 31 days of the policy termination date.

As per the life insurance company rules, life insurance payout may decrease at certain age levels for employees or retirees. Employees should contact the insurance provider if they do not receive a notice to convert coverage.

December 1991
Revised, July 1992
Revised, June 3, 1994
Revised, August 1996
Revised, August 1997
Revised, August 2001
Revised, June 2003
Revised, August 2008
Revised, June 2014
Revised, June 2015

EMPLOYEE PENSION PLAN

The Board shall cause all employee contributions of support personnel to the regular retirement plan maintained by the Teachers' Retirement System (TRS) to be "picked up." Such contributions shall be treated as employer contributions, pursuant to the provisions of Internal Revenue Code Sections 414 (h) (2), rendering such contributions exempt from current federal and Oklahoma income taxes under current law. F.I.C.A. taxes shall be withheld from such contributions.

December 1991

WAGES AND BENEFITS

A. Employees will be paid on their appropriate grade on the salary schedule. Current salary at all steps and grades is reflected in the salary schedules which appear as Attachment C. If at any time Federal and/or State minimum wage requirements exceed any step on the USPA salary schedules, minimum wage requirements will be met. If at any time Federal and/or State laws change requiring changes to a position classification (hourly versus salaried) or pay levels, those requirements will be met. The Executive Director of Human Resources will make the changes required to be in compliance with the law(s).

B. Employees who receive, after being employed with the district, a bachelor's, associate's or master's degree (from an accredited college or university) in an area specifically related to current job functions may be considered for advancement on the salary schedule. The appropriate form and official transcript(s) must be received by the Executive Director of Human Resources prior to September 1 of the school year. If salary advancement is determined to be warranted, pay increase will be applied going forward, but will not be retroactive.

C. The Chief Financial Officer, Executive Director of Human Resources, President of USPA and Vice President of USPA shall have the flexibility to recommend adjustments to an individual employee's step placement when it is determined that the step placement at hiring was significantly misplaced on the schedule. Employee must request to the Human Resources Department for a review in writing within 36 months of placement.

D. Non-recurring, one-time 2024-2025 funds have been accrued through employees' conscientious efforts to control spending and to collect revenue due to the district. The accrued funds were allocated to the UCTA, USPA and administrator/associate employee groups with the primary intention of utilizing the funds for employee retention. Any stipend paid to any employee eligible for membership in the bargaining unit from the 2024-2025 fiscal year funds shall be paid for that fiscal year only. In addition, any stipend paid to any employee eligible for membership in the bargaining unit from the 2024-2025 fiscal year shall NOT be included in the definition of "salary" or "salary level" or "benefits" or "compensation" in determining any employee's salary or salary level or benefits or compensation under any statute of the state or under any current or future collective bargaining agreement between the parties. Applicable teachers' retirement and all other legally required withholding and matching payments will be made on all stipends paid. The one-time stipends will be payable from the appropriate 2024-2025 General, Building and/or Child Nutrition funds.

   The district administration and/or Board of Education reserve the right to change the total dollar amount and/or percentage allocated for the 2024-2025 stipend and associated benefits for UCTA, USPA and administrative/associate employees by June 30 as necessary to accommodate changes in anticipated revenues or expenditures for fiscal year 2024-2025. The change to the total dollar amount and/or percentage allocated may be either increased or decreased. Any changes made to the total dollar amount and/or percentage allocated for year-end stipends will be reallocated proportionately.

Recommendations for 2024-2025 one-time stipends of 5.0% will be paid for qualifying full- and part-time USPA employees who meet all the following eligibility requirements:

- For 2024-2025 temporary employees for which Human Resources has not received the rehire notification for the 2025-2026 school year by June 20, but if the rehire notification for the temporary employee is received in the Human Resources Department by August 4, 2025 the employee can file an appeal in writing to the Executive Director of Human Resources no later than August 15, 2025.
- The support employee must be (1) on active, full- or part-time employment status with Union during the 2024-2025 school year, and (2) received a 2024-2025 paycheck dated June 2025 and (3) complete his/her

contract through and including the date at the end of their annual primary 2024-2025 contract, and

(4) intend to return to Union Public Schools for the 2025-2026 school year. Individuals who otherwise qualify but who are on approved military leave, FMLA, or Workers Compensation leave qualify.

- Employees who otherwise qualify but who retire through ERI or TRS (Retirees must also complete their TRS paperwork in a timely manner and have TRS set a retirement date of September 1st or earlier) must complete their scheduled 2024-2025 contract work calendar in order to receive a stipend.
- Support employees who are classified in their primary job code as "certified" on the March 10, 2025 paycheck are not eligible for this one-time support stipend.
- The stipend payment for an employee who otherwise qualifies as an eligible employee and received a regular March 10 paycheck but is deceased at the time of distribution will be paid to the employee's estate.
- Employees who resign or are not returning for the 2025-2026 school year are not eligible for the 2024-2025 retention stipend.
- Employees who meet the above criteria, except who started full-time or part-time employment after February 15, 2025, do not qualify to receive the 2024-2025 stipend.
- Prior to receiving their 2024-2025 retention stipend, eligible employees will sign an employment contract obligating them to return for the 2025-2026 school year and must sign an agreement to pay back the stipend if the employee resigns prior to September 30, 2025. This agreement will also authorize payroll deduction of the stipend amount from any remaining paycheck(s) if resignation* occurs prior to September 30, 2025. Other payment methods may be arranged if there is no paycheck from which to deduct the stipend amount.

  * The district is not obligated to accept an employee resignation during the contract year and will only release an employee from his/her contract at the district's discretion. If a release from contract is granted prior to September 30, 2025, the employee will be required to pay back the retention stipend.

- A one-time stipend of 5.0%, the amount of which will be calculated for work performed during 2024-2025 will be direct deposited on July 17, 2025.
- Any employee wishing to file an appeal regarding receipt (or other aspect) of the stipend, must do so in writing to the Executive Director of Human Resources, and the written appeal must be received by the Executive Director of Human Resources no later than 5:00 p.m. on August 15, 2025. If an appeal is granted, TRS contributions may be adversely affected for reissued checks.

The one-time stipend of 5.0% of the 2024-2025 calculated salary is calculated according to the following formula:

- Base pay is that which is paid on the 2024-2025 USPA annual pay table or the employee's daily hours indicated on the HR-100 in effect for the pay period of the March 10, 2025, paycheck for his/her primary support job code, not including overtime. The daily hours multiplied by the hourly rate of pay as of the March 10, 2025, paycheck multiplied by the number of days per the 2024-2025 support employee work schedule for his/her primary job is used to determine a calculated base pay. The base pay amount is then multiplied by the stipend percentage. For employees who qualify but were hired after July 1, 2024, but on or before February 15, 2025, the stipend will be calculated on the prorated contract time for 2024-2025.
- The formula excludes stipends, state flex benefit, disability pay, state flex retro pay, overtime, one-time pay, insurance refunds and retirements, workers compensation pay, or any other non-base schedule pay.

If an error has been identified regarding the list of individuals qualifying for the one-time stipend, the Executive Director of Human Resources has the authority to specifically delete, add or modify an individual's name or amount on the list and will notify the USPA President of changes.

Revised, July 1992
Revised, June 1994
Revised, July 1995
Revised, August 1996
Revised, August 1997
Revised, July 1998
Revised, August 1999
Revised, August 2000
Revised, August 2001
Revised, September 2002
Revised, June 2003
Revised, August 2004
Revised, August 2005
Revised, September 2006
Revised, June 2007
Revised, August 2007
Revised, August 2008
Revised, July 2009
Revised, June 2012
Revised, June 2013
Revised, June 2014
Revised, June 2015
Revised, June 2016
Revised, June 2017
Revised, June 2018
Revised, June 2019
Revised, August 2020
Revised, June 2021
Revised May 2022
Revised June, 2023
Revised June 2024
Revised June 2025

PAYDAYS

Employee payments will be on a semi-monthly (twice a month) basis.

December 1991

EARLY RETIREMENT INCENTIVE PROGRAM - SUPPORT EMPLOYEES

PURPOSE:

The purpose of the Early Retirement Incentive (ERI) program is to serve the needs of this school district. Benefits that may come to an individual employee are, in fact, incidental to the program. The provisions of this program are therefore purposely restrictive and intended to favor the needs of the district, rather than the prospective retiree. The Board may or may not elect to offer a plan in any given school year, and based on the cost to offer the program and other considerations, the Board may or may not elect to approve the plan in any given year. This program would be considered effective June 30, 2013.

CONDITIONS FOR PARTICIPATION:

1. A. Applicants must be eligible for full service retirement benefits with 80 points (for members who joined TRS before July 1, 1992) or 90 points (for members who joined TRS after June 30, 1992), or approved disability retirement through the Teachers' Retirement System of Oklahoma, AND have worked a minimum of the last ten consecutive years as a full-time support employee of the district. In order to receive benefits under this policy, the participant must retire under TRS. All of these qualifications must be met by June 30 of the fiscal year in which the support employee is requesting participation in the ERI program.
   B. Applicants who have not met the 80 or 90 points, but who have met all other qualifications for full service retirement under TRS due to reaching the age of 62 or 65 whichever is legally applicable under TRS rules for full, unreduced retirement through the Teachers' Retirement System of Oklahoma, and have worked a minimum of the last ten consecutive years as a full-time support employee of the district. In order to receive benefits under this policy, the participant must retire under TRS. All of these qualifications must be met by June 30 of the fiscal year in which the employee is requesting participation in the ERI program.
2. In order to receive benefits under this policy, a participant must retire under TRS at the conclusion of the fiscal year. All paperwork must be completed and turned in to TRS before the end of the fiscal year.
3. Eligibility for participation is only available to those whose retirement date is planned to coincide with the completion of the fiscal year or completion of the employee's work calendar, if the employee's work calendar is completed for the fiscal year.
4. A written request from employee to participate in the ERI program, beginning in August of the next fiscal year must be received by the Office of Human Resources no later than the first Monday in December. It is the employee's responsibility to confirm request was received by Human Resources by the first Monday in December. Contingent upon any necessary Board approval prior to the end of the fiscal year, the Superintendent may waive the provisions of this section if it is determined to be in the best interest of the district.
5. To receive benefits under this program, applicants for the ERI program must sign the ERI release and waiver agreement acknowledgement provided by the Human Resources Department, and return these signed documents to the Human Resources Department by the deadline stated in the agreement. The release and waiver/acknowledgement document will outline the applicant's legal rights and the timeline to review the documents and deadline to revoke (if the applicant should choose to revoke).
6. If a request to participate in the program has been received by the first Monday in December, the request may not be revoked (pending Board approval of the ERI program) unless the applicant revokes his/her participation in writing to the Human Resources Department by the deadline stated in the ERI release and waiver/acknowledgement. After the revocation deadline, the employee may appeal to the Superintendent to waive the obligation to retire.
7. In the event of death prior to the end of the maximum benefit period, all benefits will cease immediately.

8. Benefits will permanently and immediately cease if participants accept employment with any school district in the State of Oklahoma, except that employment shall be permitted at Union Public Schools as a substitute teacher or a provisional employee. Without prior approval from the Superintendent or designee, a retiree will not be rehired as a substitute teacher or provisional employee at Union Public Schools.
9. In the event participants become employed where health insurance is provided as a benefit, the Union Public Schools' health care program will become the secondary carrier of health care benefits. Failure to notify the district of health insurance provided by other employers will result in the revocation of all health care benefits provided by this program.

BENEFITS:

The benefits under this ERI program are:

1. Insurance – Premiums will be paid up to the full cost of single PPO health, dental, vision, and district-provided life insurance* up to twenty-four (24) consecutive months beginning in August of the retirement year. Medicare eligible retirees can choose to select Medicare Supplement plans offered through Union Public Schools in lieu of the district health plans, and those premiums will be paid up to the cost of the single PPO amount. Disability insurance and Flexible Benefits are excluded.
2. Approved ERI participants who are 9/10 month employees will have the cost of single, health, dental, and vision insurance benefits bridged until benefits start in August.
3. The employee shall have the option to continue dependent insurance coverage that is in force at the time of retirement. The cost of dependent coverage will be the responsibility of the employee, and retirees will be required to sign up at each annual open enrollment to maintain eligibility. The cost of this coverage is subject to change annually, but will reflect coverage that is available to all eligible employees of the school district.

NOTE: When participants in Union's health insurance plans ("plan members") turn 65, Part A of Medicare is available at no cost from the federal government. When plan members are both 65 AND retired (or on ERI), they must activate Part B of Medicare with the federal government and pay the associated premium to the federal government in order to avoid a late penalty. If plan members do not activate Part B when they are first eligible, they could be penalized. These rules also apply to a dependent on the member's plan.

When plan members retire and are 65, Medicare A & B will pay primary to any Union Schools Plan, regardless of who is paying the premium for the insurance and regardless of whether you have Early Retirement Status or not. If plan members do not activate Medicare Part B, Union Plans will only pay what they would have paid had Part B been activated. Union plans will not pay the part B portion.

If a plan member remains on one of Union's HMO or PPO plans, they do not need to activate Part D for prescriptions. Unions HMO and PPO plans have creditable coverage and satisfy the government requirements. However, should the plan member move off those plans to a Retiree Medicare Supplement, they will need to active Part D Prescription Drug Coverage. For further information or clarification, please contact the Social Security Administration and/or Medicare.

4. Monthly payment – The minimum benefit will begin in August of the retirement year and be paid up to twenty-four (24) consecutive months beginning in August of the retirement year. Only full-time years of service for Union Public Schools qualify.

Years of Service	Monthly Benefit
10-19 years	$100
20-29 years	$200
30+ years	$300

* as per the life insurance company rules, life insurance payout may decrease at certain age levels for employees and retirees.

Adopted June 2012
Revised, June 2014
Revised, June 2016
Revised, June 2017
Revised, August 2020

ARTICLE 7

Attachments

ATTACHMENT A

PROCEDURAL AGREEMENT

I. PURPOSE

1.1 The Board of Education of the Union Public Schools and the Union Support Personnel Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes OS-70-509.1 through OS-70-509.10.

II. RECOGNITION

2.1 This Agreement is made and entered into by and between the Union Support Personnel Association, hereinafter termed "USPA" and the Board of Education of the Union Public Schools, hereinafter termed the "Board."

2.2 The Board hereby recognizes USPA as the exclusive representative for the bargaining unit consisting of all non-certified, non-administrative, non-provisional employees. The following non-certified, confidential positions shall be excluded from the bargaining unit: Executive Administrative Assistant to the Superintendent, Executive Administrative Assistant to the Chief Financial Officer, Senior Administrative Assistant to Assistant Superintendent/Executive Director, Administrative Assistant to Cabinet Director, Board Administrative Assistant/Publications Editor, Assistant Treasurer, Finance/Budget/Payroll Supervisor, Finance/Budget/Payroll Specialist, Payroll/Accounting Associate, Payroll Associate, Payroll/Financial Clerk, Senior Financial Clerk as designated, Systems Analyst, Secretary for Accounting, Secretary for Human Resources, Human Resources/Benefits Specialist/Supervisor/Manager, Human Resources and Benefits Assistant/Representative, UMAC Marketing, UMAC Events Coordinator, Computer Specialist, Computer Repair Specialist, Operations Manager, and employees in the Carrera program. The Board and USPA agree not to recognize any other employee organization as the representative of the members of the bargaining unit for the duration of this Agreement. The Board and USPA agree not to discriminate against any member of the bargaining unit because of his/her affiliation or non-affiliation, or participation or non-participation in USPA.

III. SCOPE OF BARGAINING

3.1 The Board and USPA agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.

3.2 The Board retains and reserves unto itself, all powers, rights, and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules, and regulations which are not inconsistent with the provisions of the Negotiated Agreement.

3.3 There shall be no negotiations on inherent managerial rights.

IV. NEGOTIATIONS PROCEDURES

4.1 Negotiation Teams

4.1.1 The Board and USPA shall each designate in writing, at the first negotiation session, the names of not more than seven (7) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as chief negotiator. Each party may also designate up to two (2) persons to serve as alternates in the place of absent regular team members.

4.2 Opening Negotiations

4.2.1 Between May 1 and May 31 of each ensuing year, either USPA or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year. In the duration of this Agreement, both parties may mutually agree to reopen negotiations to review intent and/or clarify language.

Procedural Agreement (Continued)

4.2.2 The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations.

4.2.3 USPA and the Board shall submit all of their respective negotiations proposals at the first session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.3 Negotiations Sessions

4.3.1 All negotiations shall take place between the parties in regularly scheduled negotiation sessions. Only members of the respective negotiation teams may be present during negotiation sessions. Other parties may be present only by mutual agreement of the parties.

4.3.2 Information discussed during the negotiations process is considered confidential. No recording or official transcripts of the negotiations process and/or of any tentative agreements reached during the process shall be made or disclosed without the mutual written consent of both parties. Any information released to parties outside of the bargaining teams must be from joint statements signed by the chief negotiator of the association and the Superintendent, except that the association team may discuss negotiations with its executive committee and the OEA advocate, and the Board may discuss negotiations with the Superintendent's cabinet and the Board of Education.

4.3.3 Negotiations will be conducted at the times, dates, and places mutually agreed upon by the parties. The time, date, place, and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.4 While it is not the intention of either party that negotiations meetings be scheduled at times which interfere with the employee work day and the educational programs of the district, if such meetings are scheduled, USPA shall pay the cost of any substitutes needed to replace members of their bargaining team.

4.3.5 News releases will only be made by mutual agreement of the parties.

4.4 Tentative Agreement

4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals, and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and USPA.

4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the chief negotiator of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of USPA for ratification and then to the Board for ratification. Items that have received tentative agreement cannot be reconsidered unless mutually agreed upon by both parties.

V. IMPASSE

5.1 If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

5.2 Within three (3) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:

5.3.1 A fact-finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by USPA and one (1) member shall be selected by the Board within five (5) days. The third member shall be selected by the first two (2) members within fifteen (15) days as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and

request a list of five (5) potential fact finders. If no name is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names off the list until only one (1) name remains. The remaining name shall be considered as the parties' selection as the third member and shall be the chairperson of the fact-finding committee.

5.3.2 The committee shall meet with the Board's designated representatives and with USPA's designated representatives for the purpose of fact finding.

5.3.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

5.3.4 The cost for the services of the fact-finding committee including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: The Board shall assume the expenses of the representative selected by the Board, USPA shall assume the expenses of the representative selected by their organization, and the expenses of the third member shall be shared equally by the Board and USPA.

5.3.5 The fact-finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.

5.3.6 All hearings by the fact-finding committee shall be conducted in closed session.

5.3.7 The chairperson shall convene the committee for fact finding. The committee shall meet with the representative of both parties and, within twenty (20) days after the fact-finding hearing, shall present its written recommendation to the Board and USPA. The report shall set forth findings of fact and recommendations on the issues submitted.

5.3.8 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and USPA. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

VI. NO STRIKE CLAUSE

6.1 The procedure provided for herein for resolving impasse shall be the exclusive recourse of USPA. It shall be illegal for USPA to strike or threaten to strike as a means of resolving differences with the Board. Any member of USPA engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If USPA or its members engage in a strike, then USPA shall cease to be recognized as the representative of the bargaining unit and the Board shall be relieved of the duty to negotiate with USPA.

VII. SAVINGS CLAUSE

7.1 Should any part of this Agreement be found contrary to law, including the repeal of any statute affecting the terms of this Agreement, said part shall be automatically deleted from the Agreement to the extent that it violated the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted part(s). Upon receipt of notification of the final legal action, the Board and USPA shall commence negotiations within thirty (30) calendar days for the purpose of arriving at a legally permissible replacement for the deleted part.

VIII. DURATION OF PROCEDURAL AGREEMENT

8.1 This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between May 1 and May 31 of any year, by either party, that the party desires to modify, amend, or terminate this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice. In the event of an extreme disaster that interferes with the operations of the district, the terms and conditions of this Agreement may be suspended. Agreement terms and conditions would remain suspended for the duration of the declared disaster.

Adopted August 11, 2008

A. Scott McDaniel
President of the Board

Frank Brazwell
President of USPA

December 1991
Revised, July 1992
Revised, June 21, 1993
Revised, July 1995
Revised, August 1997
Revised, August 2000
Revised, August 2001
Revised, June 2003
Revised, August 2004
Revised, August 2005
Revised, August 2007
Revised, August 2008
Revised, June 2012
Revised, June 2013

UNION PUBLIC SCHOOLS

FORMAL GRIEVANCE TO ADMINISTRATOR/DIRECTOR

LEVEL ONE

This form must be filed within fifteen (15) days of the aggrieved act, or the grievance is waived.

Name of Grievant _____

Position and Building _____

Immediate Supervisor: Name _____

Position _____

Date Cause of Grievance Occurred _____

Article and Section of Negotiated Agreement Allegedly Violated _____

_____

Action/Condition Which is Basis of Grievance _____

_____

Date of Oral Informal Discussion _____

Requested Course of Action _____

_____

OFFICE:

_____
Signature of Grievant

_____
Date Received

_____
Date

By _____

Distribution Administrator/Director
USPA President
Grievant

UNION PUBLIC SCHOOLS

DISPOSITION OF GRIEVANCE BY ADMINISTRATOR/DIRECTOR

LEVEL ONE

Name of Grievant _____

Position and Building _____

Date of Grievance Filed _____

Article and Section of Negotiated Agreement Allegedly Violated _____

_____

Disposition of Grievance By Administrator/Director Within an Additional Five (5) Days
(Attach Statement if Necessary)

_____

This decision may be appealed to the Superintendent within five (5) working days of receipt.

Delivered to Grievant
By Hand/Mail on

_____
Signature

_____

_____
Position

By _____

_____
Date

Distribution: Administrator/Director
USPA President
Grievant

UNION PUBLIC SCHOOLS

APPEAL OF LEVEL 1 GRIEVANCE DECISION TO SUPERINTENDENT

LEVEL TWO

This form must be filed within five (5) days of decision at Level 1, or the appeal is waived.

Name of Grievant _____

Position and Building _____

Immediate Supervisor: Name_____

Position _____

Date of Disposition of Grievance at Level 1 _____

Statement and Disposition of Grievance at Level 1 (Attach Copies of Formal Grievance and Level 1 Disposition)

_____

Statement of Grounds for Appeal _____

_____

Requested Course of Action

_____

OFFICE:

_____
Signature of Grievant

_____
Date Received

_____
Date

By _____

Distribution: Superintendent
USPA President
Grievant

UNION PUBLIC SCHOOLS

DISPOSITION OF GRIEVANCE BY SUPERINTENDENT

LEVEL TWO

Name of Grievant _____

Position and Building _____

Immediate Supervisor: Name _____

Position _____

Article and Section of Negotiated Agreement Allegedly Violated _____

_____

Hearing Date Scheduled Within Five (5) Days _____

Disposition of Grievance By Superintendent Within an Additional Five (5) Days (Attach Statement if Necessary)

_____

This decision may be appealed to the Board of Education within five (5) working days of receipt.

Delivered to Grievant
By Hand/Mail on

_____
Superintendent Signature

_____
Date

By _____

Distribution: Grievant
Superintendent
Administrator/Director
USPA President

UNION PUBLIC SCHOOLS

APPEAL OF LEVEL 2 GRIEVANCE DECISION TO BOARD OF EDUCATION

LEVEL THREE

This form must be filed within five (5) days of decision at Level 2, or the appeal is waived.

Name of Grievant _____

Position and Building _____

Date of Disposition of Grievance at Level 2 _____

Statement and Disposition of Grievance at Levels 1 and 2 (Attach Copies of Formal Grievance and Level 1 and Level 2 Dispositions)

_____

Statement of Grounds for Appeal _____

_____

Requested Course of Action _____

_____

OFFICE:

_____
Signature of Grievant

_____
Date Received

_____
Date

By _____

Distribution: School Board President
Superintendent
Grievant
USPA President

UNION PUBLIC SCHOOLS

DISPOSITION OF GRIEVANCE BY BOARD OF EDUCATION

LEVEL THREE

Name of Grievant _____

Position and Building _____

Immediate Supervisor: Name _____

Position _____

Date Level Three (3) Appeal Filed _____

Date of Board Meeting When Grievance was Heard _____

Article and Section of Negotiated Agreement Allegedly Violated _____

Disposition of Grievance by Board of Education (Attach Statement if Necessary)

_____

Delivered to Grievant
By Hand/Mail on

_____
President, Board of Education

_____ _____
By Date

Distribution: Grievant
Superintendent
School Board President
USPA President

UNION PUBLIC SCHOOLS
USPA WAGE SETTLEMENT
2025-2026

ANNUALIZED SALARY (EXEMPT FROM OVERTIME)

Effective beginning July 1, 2025, pay period

	GRADE									Regular Full-Time Only		
										District-Paid	State Flexible	State Flexible
STEP	F10M	F11M	ANNF	G10M	G11M	ANNG	H10M	H11M	ANNH	Benefits*	Allowance A**	Allowance B***
1	53,669	57,901	62,134	53,669	57,901	62,134	53,669	57,901	62,134	1,121.28	707.00	189.70
2	54,145	58,414	62,685	54,145	58,414	62,685	54,145	58,414	62,685	1,121.28	707.00	189.70
3	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
4	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
5	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
6	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
7	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
8	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
9	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
10	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
11	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
12	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
13	54,625	58,932	63,240	54,625	58,932	63,240	54,625	58,932	63,240	1,121.28	707.00	189.70
14	54,625	58,932	63,240	54,625	58,932	63,240	55,499	58,932	63,240	1,121.28	707.00	189.70
15	54,625	58,932	63,240	54,625	58,932	63,240	56,831	58,932	63,240	1,121.28	707.00	189.70
16	54,625	58,932	63,240	54,625	58,932	63,240	58,202	58,932	63,240	1,121.28	707.00	189.70
17	54,625	58,932	63,240	56,019	58,932	63,240	59,619	59,619	63,240	1,121.28	707.00	189.70
18	54,625	58,932	63,240	57,373	58,932	63,240	61,073	61,073	63,240	1,121.28	707.00	189.70
19	54,947	58,932	63,240	58,758	58,932	63,240	63,240	63,240	63,240	1,121.28	707.00	189.70
20	56,259	58,932	63,240	60,187	60,187	63,240	64,115	64,115	64,115	1,121.28	707.00	189.70
21	57,617	58,932	63,240	61,663	61,663	63,240	65,708	65,708	65,708	1,121.28	707.00	189.70
22	59,013	59,013	63,240	63,240	63,240	63,240	67,345	67,345	67,345	1,121.28	707.00	189.70
23	60,451	60,451	63,240	64,741	64,741	64,741	69,035	69,035	69,035	1,121.28	707.00	189.70
24	61,928	61,928	63,240	66,352	66,352	66,352	70,774	70,774	70,774	1,121.28	707.00	189.70
25	63,455	63,455	63,455	68,009	68,009	68,009	72,562	72,562	72,562	1,121.28	707.00	189.70
26	65,027	65,027	65,027	69,715	69,715	69,715	74,408	74,408	74,408	1,121.28	707.00	189.70
27	66,401	66,401	66,401	71,090	71,090	71,090	75,783	75,783	75,783	1,121.28	707.00	189.70

GRADE DEFINITION:

F10M.

F11M. Assistant Coordinator, Assistant Band Coordinator

ANNF. Assistant Strength Coordinator, EDP Assistant Coordinator

G10M. Child Nutrition Coordinator

G11M. Community School Coordinator, Parent/Community Liaison

ANNG. UMAC Facilities Coordinator, Operations Coordinator, District Culinary Coordinator, District Security Coordinator, Other Coordinator, Help Desk Coordinator

H10M. Web & Communication Specialist

H11M.

ANNH. Staff Engineer/Degree in Specialized Area, Web & Communication Specialist, Maintenance Coordinator, Transportation Coordinator, Grounds Coordinator, Warehouse Coordinator, Custodial Coordinator, Master Degreed Licensed Counselor, Social Workers w/Master's Degree, PAC Manager

* Includes the district portion of single health ($21.86 X 24 = $524.64/year), dental ($19.05 X 24 = $457.20/year), vision ($.36 X 24 = $8.64/year), life ($1.70 X 24 = $40.80/year), short-term disability and long-term disability ($3.75 X 24 = $90.00/year) above state Flexible Benefit Allowance.

** One half of the listed amount to be paid each pay period worked at your regular full-time (6 hours or more per day) primary support assignment. SFBA-A is only available to employees who participate in the district's group health insurance plans.

*** One half of the listed amount to be paid each pay period under active status at your regular full-time (6 hours or more per day) primary support assignment.

UNION PUBLIC SCHOOLS
USPA WAGE SETTLEMENT
2025-2026

TABLE 1- Full and Part Time

Effective beginning July 1, 2025, pay period

	GRADE												Regular Full-Time Only		
STEP	SB	SC	SD	SE	SF	SG	SH	SJ	SK	SL	SM	SN	District-Paid Benefits*	State Flexible Allowance A**	State Flexible Allowance B***
1	13.99	14.52	15.48	18.91	15.81	16.34	16.96	19.41	19.81	20.66	24.96	51.79	1,121.28	707.00	189.70
2	14.11	14.65	15.62	19.07	15.95	16.49	17.11	19.58	19.99	20.84	25.18	52.24	1,121.28	707.00	189.70
3	14.24	14.79	15.75	19.24	16.10	16.63	17.26	19.75	20.16	21.02	25.41	52.72	1,121.28	707.00	189.70
4	14.34	14.89	15.85	19.36	16.23	16.75	17.43	19.92	20.35	21.20	25.62	53.21	1,121.28	707.00	189.70
5	14.51	15.06	16.06	19.60	16.43	16.97	17.61	20.15	20.58	21.44	25.95	53.94	1,121.28	707.00	189.70
6	14.76	15.33	16.33	19.90	16.69	17.26	17.92	20.51	20.98	21.86	26.45	55.05	1,121.28	707.00	189.70
7	14.94	15.52	16.54	20.18	16.95	17.50	18.17	20.82	21.28	22.19	26.83	55.96	1,121.28	707.00	189.70
8	15.12	15.70	16.72	20.38	17.13	17.72	18.39	21.08	21.53	22.47	27.19	56.74	1,121.28	707.00	189.70
9	15.26	15.84	16.90	20.56	17.29	17.86	18.60	21.28	21.74	22.66	27.46	57.31	1,121.28	707.00	189.70
10	15.92	16.52	17.56	20.63	17.94	18.59	19.23	21.93	22.43	23.35	28.07	58.03	1,121.28	707.00	189.70
11	16.37	16.98	18.05	20.70	18.46	19.08	19.80	22.62	23.10	24.08	28.65	60.11	1,121.28	707.00	189.70
12	16.69	17.39	18.45	20.76	18.86	19.50	20.24	23.13	23.64	24.63	29.26	61.78	1,121.28	707.00	189.70
13	16.87	17.51	18.64	20.92	19.02	19.65	20.68	23.33	23.79	24.81	29.86	61.93	1,121.28	707.00	189.70
14	17.33	17.92	19.04	21.05	19.47	20.14	21.16	23.74	24.26	25.24	30.49	61.93	1,121.28	707.00	189.70
15	17.62	18.32	19.46	21.33	19.87	20.66	21.66	24.30	24.84	25.85	31.12	61.93	1,121.28	707.00	189.70
16	18.01	18.75	19.87	21.74	20.35	21.28	22.16	24.93	25.45	26.54	31.80	61.93	1,121.28	707.00	189.70
17	18.53	19.25	20.28	22.16	20.72	21.88	22.64	25.51	26.14	27.21	32.48	61.93	1,121.28	707.00	189.70
18	18.88	19.79	20.68	22.57	21.36	22.54	23.36	26.14	26.89	28.04	33.18	61.93	1,121.28	707.00	189.70
19	19.23	20.34	21.11	22.94	21.91	23.20	24.08	26.89	27.59	28.81	33.89	61.93	1,121.28	707.00	189.70
20	19.69	20.86	21.39	23.26	22.51	23.91	24.84	27.59	28.29	29.48	34.65	61.93	1,121.28	707.00	189.70
21	20.27	21.37	21.66	23.62	23.42	24.64	25.61	28.29	28.88	30.24	35.39	61.93	1,121.28	707.00	189.70
22	20.64	21.83	22.12	23.98	23.90	25.39	26.45	28.98	29.48	31.02	36.17	61.93	1,121.28	707.00	189.70
23	21.11	22.35	22.56	24.43	24.75	26.16	27.07	29.69	30.24	31.64	36.99	61.93	1,121.28	707.00	189.70
24	21.68	22.76	23.08	24.95	25.74	27.01	27.72	30.49	31.09	32.44	37.75	61.93	1,121.28	707.00	189.70
25	22.24	23.34	23.54	25.64	26.88	27.83	28.39	31.21	31.81	33.23	38.60	61.93	1,121.28	707.00	189.70
26	22.85	24.08	24.21	26.06	28.01	28.75	29.13	32.07	32.55	34.19	39.47	61.93	1,121.28	707.00	189.70
27	23.17	24.40	24.52	26.41	28.31	29.08	29.42	32.44	32.86	34.51	40.34	61.93	1,121.28	707.00	189.70

GRADE DEFINITION:

SB. Aide, Custodian-Full Time, Grounds Keeper Assistant, Maintenance Assistant, Media Clerk, Painter Assistant, Plumber Assistant, Tutor, Warehouse Assistant, Child Nutrition Worker-Full Time, ELL Aide, Media Secretary, Occupational Therapy Assistant, Visually Impaired Assistant, Aide w/Para Professional or 48 hours of college, EDP Assistant-Part Time, Custodian-Part Time, Child Nutrition Worker-Part Time, Teacher Aide (The Nest 9/10 Month

SC. Aide w/60+ college hours or AS Degree, Assistant Principal Secretary, Attendance Secretary, Bus Assistant-Full Time, ELL Aide (Bilingual), Event/Office Assistant, Health Clerk, Lead Custodian Baseball/Softball Complex, Media/Computer Technician-Full Time, Receptionist-School, Secretary-Full Time, EDP Assistant-Full Time, Special Ed Aide, Sr. Warehouse, Bus Assistant-Part Time, Secretary-Part Time, Media/Computer Tech-Part Time, EDP Assistant w/Master Instructor Certificate-Part Time, Teacher Aide (The Nest 12-Month)

SD. Program Director Secretary, Financial Clerk-Site, Receptionist-ESC, Registrar, District Registrar, HS Financial Clerk, Child Nutrition Assistant Manager-Elementary, EDP Assistant w/Master Instructor Certificate-Full Time,Special Ed Aide w/60+ college hours or AS Degree, Bus Driver (non-CDL), Lead Teacher (The Nest), Lead Custodian-Elementary, Grounds Equipment Operator

SE. Bus Driver-Full Time, Bus Driver-Part Time

SF. Aide w/BS Degree-Full Time, DD/ER2 Aide, DD/ER3 Aide, District Director Secretary, Lead Custodian-Ochoa, Lead Custodian-8th Grade, Lead Custodian-9th Grade, Lead Custodian-ESC, Lead Custodian-UMAC, Lead District Registrar, Office/Event Manager, Principal's Secretary, Behavior Technician, Financial Clerk at ESC, Software Application Technician, Computer Tech (less than 12 months), Child Nutrition Assistant Manager-Secondary, Child Nutrition Assistant Manager-Ochoa, Aide w/BS Degree-Part Time, Registrar - HS

SG. Computer Repair Tech (12 months), Mechanic/Grounds, Parent Educator, Parent Liaison, Sanitation/Grounds, Lead Custodian-6th/7th, Sr. Financial Clerk, Transportation Lead (12 months), Behavior Tech with Bachelor's Degree, Apprentice Building Engineer, Lead Teacher (Headstart)

SH. Building Engineer-Elementary, Lead Financial Clerk, Mechanic, Sr. Transportation Lead (12 months), Sr. Financial Clerk w/Assoc in Business or Bachelor's Degree, Lead Custodian-High School, Aide or Behavior Tech with Teaching Certificate

SJ. Parts Manager, Graphic Designer, Warehouse Foreman, Water Safety Coordinator, Grounds Foreman, Food Procurement Manager, Security Guard, U-Wear Manager, District Gardner Supervisor, Carpenter, Painter, Parent Educator w/BS Degree, Parent Liaison w/BS Degree, Sr. Computer Repair Tech, Assistant Technical Engineer, Welder

SK. Alarm Technician, Building Engineer-Ochoa, Building Engineer-6th & 7th Grade Center, Building Engineer-8th Grade Center, Building Engineer-9th Grade Center, Building Engineer-High School, Building Engineer-ESC, Building Engineer-UMAC, Technology Help Desk, Safety/Maintenance Coordinator, Security Coordinator, Mechanic w/ASE Certification or AS Degree, EDP Supervisor w/Master Instructor Certificate, Warehouse Assistant Coordinator

SL. Alarm/Fire Technician, Bachelor's Degree in Required Field, Electrician, HVAC, PC Support, Plumber, Telecommunications, Lead Mechanic, Community Liaison/Social Worker, Deaf Interpreter, Lead Building Engineer-High School, Licensed Practical Nurse, Nutrition Education Specialist, Locksmith

SM. Occupational/Visually Impaired Therapist Asst w/Associate's Degree, Child Nutrition Manager, Speech Pathologist Assistants

SN. Occupational Therapist/Physical Therapist

Note: Annual district paid stipend in the amount of $3,000 for state licensed HVAC, electrician or plumbing journeyman

Note: Annual district paid stipend in the amount of $10,000 for state licensed HVAC, electrical, or plumbing contractor and signing a CIB affidavit (Limit one per trade)

Note: Monthly cell phone stipend in the amount of $50 for 12-Month Security Guards and Tradesman positions

Note: All years of experience will be calculated for Bus Drivers and Mechanics

Note: $1.50/hour will be added to Cover Drivers

Note: Annual $500 Longevity stipend for support staff with 25 or more consecutive years of service

* Includes the district portion of single health ($21.86 X 24 = $524.64/year), dental ($19.05 X 24 = $457.20/year), vision ($.36 X 24 = $8.64/year), life ($1.70 X 24 = $40.80/year short-term disability and long-term disability ($3.75 X 24 = $90.00/year) above state Flexible Benefit Allowance.

** One half of the listed amount to be paid each pay period worked at your regular full-time (6 hours or more per day) primary support assignment. SFBA-A is only available to employees who participate in the district's group health insurance plans.

*** One half of the listed amount to be paid each pay period under active status at your regular full-time (6 hours or more per day) primary support assignment.

ATTACHMENT D

UNION PUBLIC SCHOOLS
SUPPORT EMPLOYEE PERFORMANCE APPRAISAL

NAME: _____ JOB TITLE _____

TIME PERIOD REVIEWED: FROM _____ TO _____ DEPARTMENT _____

PERFORMANCE RATING INSTRUCTIONS: Read the performance factors for each category and then proceed to the rating section. Use your own independent judgment to determine which ranking best describes the performance of the employee. Use the back of the form to note extraordinary performance, as well as any performance goals/suggested improvements. The employee and supervisor must date and initial any comments on the back of the form.

PERFORMANCE FACTORS		Meets or exceeds district standards	*Progressing towards district standards	*Needs Improvement
1) Quality of Work	a) Ability to carry out assignments thoroughly, neatly and accurately.			
	b) Attentiveness to detail and quality of work.			
	c) Work performed requires little or no re-work.			
	d) Strives for improved methods and performance.			
3) Quantity of Work	a) Accepts and performs required assignments and responsibilities in a timely manner.			
	b) Handles a variety of duties and tasks without negatively impacting the quality of work produced.			
3) Job Knowledge	a) Has a working knowledge of job duties and related equipment, technology, processes and procedures.			
	b) Knows and complies with Board policies, procedures and applicable laws, and maintains district ethical standards.			
	c) Has a willingness to learn new skills.			
	d) Creates a safe work environment and is safety conscious in performance of job duties.			
4) Dependability	a) Can be depended on for regular attendance and arrives to work on time.			
	b) Gives adequate notice for days missed.			
	c) Can be depended on for completion of tasks on schedule, meets deadlines, and utilizes work time appropriately.			
5) Attitude	a) Cooperative and works professionally with others.			
	b) Respectful of employees, patrons, and students.			
	c) Responsive to direction and follows supervisor's request(s).			
	d) Assists with the creation of a positive work environment.			
	e) Maintains a positive customer service attitude.			

_____ _____

Employee Signature (Signifies appraisal was reviewed and discussed) Date

_____ _____

Appraising Supervisor's Signature Print Name and Job Title

_____ _____

Manager / Department Head Signature Print Name and Job Title

*Note: Any factor rated as "Progressing Towards District Standards" or "Needs Improvement" must include an explanation/comments on the back of this form, and back must also be initialed by employee and supervisor. Supervisor will coordinate with HR to issue a plan of improvement for any area(s) of significant weakness/rated "Needs Improvement" (as per USPA 3.07)

EMPLOYEE NAME: _____

Explanation/Comments:

Employee Initials: _____ Date:_____

Supervisor Initials: _____ Date: _____

*Note: Any factor rated as “Progressing Towards District Standards” or “Needs Improvement” must include an explanation/comments on the back of this form, and back must also be initialed by employee and supervisor. Supervisor will coordinate with HR to issue a plan of improvement for any area(s) of significant weakness/rated “Needs Improvement” (as per USPA 3.07)

POLICY ON ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCE

The Board of Education, with the intent that all employees have notice and knowledge of the ramifications concerning alcohol and illegal chemical substance use, possession, purchase, sale, or distribution when the employee is on duty or on school property, does hereby adopt the following policy on testing employees and applicants for employment (other than bus drivers) with regard to the use of alcohol and illegal chemical substances.

STATEMENT OF PURPOSE AND INTENT

A. The safety of students and employees of the district is of paramount concern to the Board of Education.

B. Employees who are under the influence of alcohol or an illegal chemical substance when on duty or on school property pose serious safety risks to students and other employees.

C. 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.

D. Recent scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his/her job beyond the time period of immediate consumption or use.

E. The Board of Education recognizes that all employees have certain personal rights guaranteed by the Constitution of the United States of America and by the Constitution of the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, Okla. Stat. Tit. 40, Section 551 et seq. (Supp. 1994). This policy will not infringe on those rights.

F. As part of this policy, the Board of Education has adopted an Employee Assistance Program in which employees may be referred to third-party providers who will provide the employee, at the employee's expense, a confidential drug and alcohol dependency evaluation and referral service for substance abuse counseling, treatment or rehabilitation. The Board of Education encourages employees who have chemical dependency problems to seek professional assistance.

G. Due to the devastating impact 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 his/her job, the Board of Education 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.

H. This policy will apply to all employees of the district regardless of position, title or seniority, except that for bus/CDL (commercial driver's license) drivers, the primary policy for alcohol or illegal chemical substances is Board Policy #4028 - Alcohol and Drug Testing for Bus/CDL Drivers and the federal Omnibus Transportation Act of 1991. The district may also apply any or all of the requirements of this policy to bus/CDL drivers, and specifically may apply post-accident testing requirements under this policy to bus/CDL drivers.

I. Violations of this policy will subject the employee to disciplinary action, including termination.

DEFINITIONS

A. Applicant: A person who has applied for a position with the district and received a conditional offer of employment.

B. Illegal chemical substance: 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. By this policy, applicants and employees are placed on notice that the school district may test individuals for drugs and alcohol.

C. Alcohol: Ethyl alcohol or ethanol.

D. Under the influence: Any employee of the district or applicant for employment with the district who has any alcohol or illegal chemical substance or the metabolites thereof present in the body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites, using any scientifically substantiated drug-use screen test and drug-use confirm test.

E. 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, using the cutoff standards customarily established by the testing laboratory administering the alcohol or drug-use test.

F. School property: Any property owned, leased or rented by the district including, but not limited to, school buildings, parking lots and motor vehicles.

G. Drug or alcohol test: A chemical test administered for the purpose of determining the presence or absence of alcohol or illegal chemical substances or their metabolites in a person's blood, bodily tissue, fluids, or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test.

H. Employee: Any person who supplies labor for remuneration to the district 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.

I. On duty: Any time during which an employee is acting in an official capacity for the district or performing tasks within the employee's job description, including the taking of an annual physical examination.

J. Bus driver: A district employee who is required to have a commercial driver's license (CDL) to perform the employee's duties; employees of independent contractors who are required to have a CDL, owner-operators, leased drivers, and occasional drivers.

K. 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 Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

PROCEDURES FOR ALCOHOL OR ILLEGAL CHEMICAL SUBSTANCE TESTING

A. 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 and using scientifically validated toxicological methods that comply with rules promulgated by the State Department of Health. 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 employees and applicants. The test sample shall be obtained in a manner which minimizes its intrusiveness.

In the case of urine samples, the sample must be collected in a restroom or other private facility behind a closed stall; 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 applicant or employee 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 ensure an accurate chain of custody. The test monitor may verify the normal warmth and the appearance of the sample. If, at any time during the testing procedure, the test monitor has reason to believe or suspect that an applicant or employee 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 or employee giving the sample.

The test monitor shall give each applicant or employee a form on which the applicant or employee may, but shall not be required to, list any medications he/she has taken, or any other legitimate reasons for having been in recent contact with alcohol or illegal chemical substances.

B. 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 the gas chromatography/mass spectrometry technique or 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 of Health 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.

C. 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 the State Board of Health, at the cutoff levels determined by the Board of Health rules.

D. 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.

E. 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 district will rely on the opinion of the 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.

F. In the case of drug-use testing, the applicant or employee will have a right to have a second gas chromatography /mass spectroscopy test performed on the same test sample at the expense of the applicant or employee. In the case of alcohol testing, the applicant or employee 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 of Health 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 approval by the district's testing facility that (1) the facility selected by the applicant or employee for the second test meets the qualifications required for a testing facility under the Oklahoma Standards for Workplace Drug and Alcohol Testing Act and (2) the testing methodology used by the facility selected by the applicant or employee 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 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.

G. The 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. However, a breathalyzer test shall not be grounds for immediate termination absent a confirmation test.

H. 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 district will not report or disclose to the district any physical or mental condition affecting an employment applicant or employee 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.

APPLICANT AND EMPLOYEE ALCOHOL AND DRUG-USE TEST REQUIREMENTS

The district is authorized to conduct drug and alcohol testing in accordance with the Standards for Workplace Drug and Alcohol Testing Act. The district has chosen to conduct drug or alcohol testing under the following circumstances:

A. Applicant testing: The 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;

B. For-cause testing: The 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:

1. drugs or alcohol on or about the employee's person or in the employee's vicinity,
2. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
3. a report of drug or alcohol use while at work or on duty,
4. information that an employee has tampered with drug or alcohol testing at any time,
5. negative performance patterns, or
6. excessive or unexplained absenteeism or tardiness.

C. Post-accident testing: The 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 the employer's property has been damaged, including damage to equipment. 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;

D. Scheduled, periodic testing: The district may require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination of employees who:

1. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
2. may be determined to be engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.

E. Post-rehabilitation testing: The district may request or require an employee 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.

F. Any employee who refuses to take an alcohol or drug-use test when so required under the provisions of this policy may be deemed to have committed an act of insubordination or willful neglect of duty which will be the basis for disciplinary action, including termination.

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 will be subject to disciplinary action, including 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.

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:

A. The Superintendent.

B. Any employee designated for such purposes by the Superintendent or the Board of Education.

RELEASE OF INFORMATION

A. 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 applicant's or employee's personnel records.

B. The district shall not release such records to any person other than the applicant, employee or the district's review officer unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the district to release such records in order to comply with a valid judicial or administrative order.

C. 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.

D. 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.

E. This policy does not preclude the 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 at various places in the 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:

A. Hand-delivery of a paper copy of or changes to the policy;

B. 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 applicant or employee;

C. Electronically transmitting a copy of the policy through an email or by posting on the employer's website or intranet site; or

D. Posting a copy in a prominent employee access area.

THE STANDARD FOR WORKPLACE DRUG AND ALCOHOL TESTING ACT

This policy is subject to and supplemented by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act (the Act). To the extent that any provision of this policy is in contravention to 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 and its employees consistent with the Act.

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Revised 12/14/98
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Revised 12/12/11
Revised 5/14/12
Revised 12/9/13

POLICY ON ALCOHOL AND DRUG TESTING FOR BUS DRIVERS

This policy is intended to prevent accidents and injuries resulting from alcohol or controlled substance use by employees who are required to have a commercial driver's license to perform their duties. In particular, this policy is intended to comply with the district's obligations under The Omnibus Transportation Act of 1991 and the regulations issued by the United States Department of Transportation.

DEFINITIONS

Certain terms used in this policy have the following meaning unless the context plainly shows otherwise:

A. Accident: Except as provided in section two of this definition, an occurrence involving a commercial motor vehicle operating on a public road in interstate or intrastate commerce which results in:

1. A fatality,
2. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
3. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The term "Accident" does not include:

1. An occurrence involving only boarding and alighting from a stationary motor vehicle,
2. An occurrence involving only the loading or unloading of cargo; or
3. An occurrence on the course of operation of a passenger car or a multipurpose passenger vehicle by a motor carrier and is not transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with DOT regulations.

B. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

C. Alcohol concentration: The number of grams of alcohol (e.g., 0.04) in 210 liters of expired deep lung air.

D. Alcohol use: The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

E. BAT: A qualified breath alcohol technician.

F. CDL: Commercial driver's license.

G. Controlled substance: Amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, "designer" drugs, any substance classified by state or federal law as a "controlled substance" or a metabolite of any of the above substances.

H. Driver:

1. A district employee who is required to have a CDL to perform the employee's duties.
2. Employees of independent contractors who are required to have CDLs.
3. Owner-operators.
4. Leased drivers.
5. Occasional drivers.

I. EBT: An evidential breath testing device on the National Highway Traffic Safety Administration's conforming products list for evidential breath testing devices.

J. Federal Act: The federal Omnibus Transportation Testing Act of 1991 and the regulations issued by the Department of Transportation pursuant to the Federal Act.

K. Oklahoma Act: The Standards For Workplace Drug and Alcohol Testing Act, tit. 40, O.S. (1997 Supp.) 551 et seq. and the regulations issued by the Oklahoma State Board of Health pursuant to the Oklahoma Act.

L. Safety-sensitive function: Any of the following: time at a facility waiting to be dispatched, unless the driver

has been relieved from duty; time inspecting equipment; driving time; all time other than driving time in or upon a vehicle; loading and unloading time; time obtaining assistance or remaining in attendance upon a disabled vehicle; and time spent providing a breath or urine sample, including travel time to and from a collection site.

PROHIBITIONS

A driver will not be permitted to report to duty or to remain on duty requiring the performance of a safety-sensitive function if any of the following is present:

A. Alcohol:
   1. The driver has an alcohol concentration of 0.02 or more as measured on a breath test.
   2. If the driver:
      a. Has an alcohol concentration of 0.04 or more as measured on a breath test.
      b. Possesses alcohol at work.
      c. Uses alcohol at work.
      d. Reports for duty within four hours after alcohol use.
      e. Uses alcohol within eight hours after an accident.
      f. Refuses to submit to a required alcohol test, the driver cannot return to a safety-sensitive function until:
         (1) Evaluated.
         (2) Treated, if required, by a substance-abuse professional.
         (3) Retested with a result below 0.02.
   3. After testing from 0.02 to 0.039 concentration during a pre-employment, post-accident, random, reasonable suspicion, return-to-work or follow-up test, until:
      a. The next scheduled duty period if at least 24 hours have elapsed, or
      b. A retest shows the alcohol concentration has fallen below 0.02.
   4. The driver displays behavior or appearance characteristic of alcohol misuse.
   5. The driver is under the influence of or is impaired by alcohol, as shown by behavioral speech and performance indicators of alcohol misuse.
   6. The driver possesses alcohol while on duty.
   7. The driver uses alcohol during duty performance.
   8. The driver has used alcohol within the four hours previous to performing duties.
   9. The driver has had an accident within the last eight hours and has not taken a breath test showing clearance from prohibited alcohol levels.
   10. The driver has refused to take a breath test for alcohol use.

B. Controlled substances:
   1. The driver uses any controlled substance, unless the use is pursuant to a physician's written certification stating that the use does not adversely affect the driver's ability to safely operate a motor vehicle.
   2. A supervisor or administrative employee has actual knowledge that a driver has used a controlled substance.
   3. The driver has a positive confirmed test for a controlled substance.
   4. The driver displays behavior or appearance characteristic of controlled-substance use.

C. Medication:
   1. The driver is taking any prescription or non-prescription medication containing alcohol, even if the driver has notified the driver's supervisor of the medication use.

REQUIRED TESTING

The following testing is required of all drivers:

A. Pre-employment testing:

1. Alcohol: A driver must pass a test prior to performing a safety-sensitive function. The test will be made during the hiring process or immediately before the driver first performs a safety-sensitive function. A driver may not commence the driver's duties unless the test shows a concentration of less than 0.04. If the test shows a concentration of between 0.02 and 0.04, no safety-sensitive duties may be performed for at least 24 hours. A pre-employment alcohol test will not be required if:
    a. The driver has undergone an alcohol test required by the Federal Act within the previous six weeks and tested under 0.04, and
    b. The driver provides evidence that no prior employer of the driver has records of alcohol misuse within the previous six months.
2. Controlled substances: The driver must receive a confirmed negative controlled-substance test result from a medical officer, except that no testing is required if:
    a. The driver has participated within the previous 30 days in a drug-testing program meeting the requirements of the Federal Act.
    b. While participating in the program, either:
        (1) Was tested for controlled substances within six months prior to the date of employment application.
        (2) Participated in a random controlled-substance testing program for the 12 months prior to the date of the employment application, and
    c. The driver provides evidence that no prior employer of the driver has records of a violation of controlled-substance use rules within the previous six months.

B. Post-accident testing:

As soon as practical after an accident, the following tests will be administered:

1. Alcohol:
    a. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involves loss of life, regardless of whether the driver was at fault.
    b. Each driver who received a moving traffic violation arising from the accident.
    c. The test is to be administered within two hours of the accident. If the test is not administered within that time, the driver's supervisor shall cease attempts to administer an alcohol test and shall prepare a written report as to why a test was not given.
    d. Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.
    e. A breath or blood alcohol test conducted by a law enforcement agency will be considered to meet these requirements if the test meets the requirement of the Federal Act and the results are obtained by the district.
2. Controlled substances:
    a. A test for controlled substances will be administered to those drivers for whom an alcohol test is required within 32 hours following an accident. If no test is made within that time period, then no test will be made and the driver's supervisor will prepare a written report stating the reasons for not administering a prompt test.
    b. A urine test for controlled substances administered by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the results are obtained by the district.

C. Random testing:

Random testing of drivers will be conducted throughout the year. Selection of the drivers to be tested

will be made by a scientifically valid method, such as random-number table or a computer-based random-generator matched with drivers' social security numbers, payroll identification numbers or other comparable identifying numbers. Dates for administering unannounced testing shall be unpredictable and spread reasonably through-out a 12-month period. Drivers are to be tested while performing safety-sensitive functions, just before performing those functions, or just after ceasing those functions.

1. Alcohol: The minimum annual percentage rate for random alcohol testing will be ten percent (10%) of the average number of driver positions, subject to adjustment of the percentage by the Federal Highway Administration.
2. Controlled substances: The minimum annual percentage rate for random testing for controlled substances will be 50 percent of the average number of driver positions.

D. Reasonable suspicion testing:

Alcohol and controlled-substance testing will be conducted when there is reasonable suspicion to believe that a driver has violated the prohibitions under Prohibitions of this policy. Reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. Reasonable suspicion for controlled-substance use may also include indications of the chronic and withdrawal effects of controlled substances.

1. Alcohol testing is authorized only if the observations are made during, just preceding or just after the period of the work day that the driver is performing a safety-sensitive function.
2. Persons designated to determine whether reasonable suspicion exists must receive at least 60 minutes of training on performance indicators of probable alcohol misuse.
3. The required observations shall be made by a supervisor who has received training in detecting the symptoms of alcohol/controlled-substance misuse. The supervisor who makes the determination that reasonable suspicion exists shall not conduct the alcohol test.
4. A written record must be made as to why an alcohol test was not made within two hours following a determination of reasonable suspicion of misuse. No test is to be made if eight hours passed after the determination.
5. A written record will be made of the observations leading to a controlled-substance reasonable-suspicion test. The record will be signed by the supervisor who made the observations. The record will be made within 24 hours of the observed behavior or before the test results are received, whichever is earlier.

E. Return-to-duty testing:

No one suspected of being under the influence of, or impaired by, alcohol will be permitted to perform a safety-sensitive function until:

1. An alcohol test shows a concentration of less than 0.02, or
2. Twenty-four hours have elapsed following a determination that there was reasonable suspicion to believe the driver has violated the rules in this policy against alcohol use.

   A driver engaging in conduct prohibited under Prohibitions of this policy shall not return to a safety-sensitive function without first passing a breath test with a result of alcohol concentration of 0.02 or less.

F. Follow-up testing:

A driver who has been identified by a substance abuse professional as needing assistance in resolving problems with alcohol/controlled-substance misuse, and who has returned to duty involving the performance of a safety-sensitive function, will be subject to a minimum of six unannounced follow-up alcohol/controlled-substance tests over the following 12 months. The substance abuse professional can direct additional testing during this period or for an additional period up to a maximum of 60 months.

TEST PROCEDURES

Testing methodology will comply with the requirements of the Oklahoma Act, except that the requirements of the Federal Act stated in Test Procedures supersede the provisions of the Oklahoma Act.

A. Alcohol breath testing must be performed by a qualified breath alcohol technician (BAT) who has completed a course of instruction approved by the federal Department of Transportation. The district will establish and retain documentation of the training and proficiency of each BAT. The demonstrated proficiency must be specific as to particular breath testing models. A BAT-qualified supervisor of a driver may conduct an alcohol test for that driver only if another BAT is not available to perform the test in a timely manner.

B. Law enforcement officers certified by their agencies to conduct breath alcohol testing are deemed to be qualified as BATs.

C. If a non-employee BAT other than a law enforcement officer is used for a breath alcohol test, the non-employee BAT must furnish a certificate that the BAT has completed a course of instruction approved by the federal Department of Transportation for the particular breath testing device.

D. EBTs which do not meet the requirements for confirmation tests (sequential numbering and print-out capability) may be used for screening tests. Non-evidential breath screening devices (breath tubes) may not be used. If an EBT used for screening does not meet all of the requirements for a confirmation EBT device, a log book must be used with the screening EBT.

E. EBTs used for confirmation testing must be capable of: providing triplicate copies of each test; assigning a unique and sequential number to each test; being read by the BAT and the employee before each test and the test result being printed out on each copy; and printing out on each copy the manufacturer's name for the device, the device's serial number, and time of the test. The device must be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level. The EBT must be capable of performing an external calibration check.

F. A screening or confirmation EBT must have a quality assurance plan developed by the manufacturer. The district will comply with the plan. This will involve: external calibration checks; removing the EBT from service if it fails a check; and maintaining records of external calibration. The external calibration must be performed by the manufacturer or a state health agency. If the EBT is owned by a third party, the district will require a written certification that the third party is familiar with these requirements and will be responsible for compliance. The district will require that the third party's compliance records will be available for inspection by representatives of the district.

G. Alcohol testing must be conducted in a location that provides visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing the test. When the driver enters the testing location, the BAT will require the driver to provide positive identification. If the driver requests, the BAT will provide positive identification. The BAT will explain the testing procedure. An individually-sealed mouthpiece is opened in the view of the driver and attached to the EBT. The driver will then blow into the mouthpiece for at least six seconds. If the EBT does not provide a printed result, the BAT will record the test number, date, BAT's name, location and test result in a log book. The driver will initial the log book. If the EBT provides a printed result, the result is either:

   1. Printed on the testing form, or
   2. Affixed to the form with tamper-evident tape.

   If the test result is less than 0.02, the BAT will transmit the result in a confidential manner to a district representative designated by the Board of Education or the Superintendent for the purpose of receiving and handling alcohol test results in a confidential manner.

H. Refusal to take a required test has the same consequences as if the employee had tested 0.04 or more. The following also constitute refusal to take a test: failure to provide adequate breath for testing without a valid medical explanation; engaging in conduct that clearly obstructs the testing process; failure to sign the alcohol testing form; leaving the scene of an accident before being tested (except when reasonably necessary to receive medical treatment); or refusal to take a confirmation test after an initial positive screening test.

I. If the breath test is 0.02 or more, a confirmation test is required. The confirmation test must be conducted within 20 minutes of the initial test. Before a confirmation test is given, the BAT must conduct a "blank" test on the EBT to obtain a reading of 0.00. Confirmation testing for controlled substances will be performed in accordance with the Oklahoma Act, except that gas chromatography/mass spectrometry is the only acceptable confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

J. Testing urine samples for controlled substances must be performed by a laboratory certified by the federal Department of Health and Human Services. If the driver requests a test of a split specimen, the first laboratory will ship the unopened split sample to a second DHHS-approved laboratory for testing. If the test of the split sample fails to confirm the presence of a controlled substance, the entire test is canceled.

K. A confirmed positive controlled-substance test must be reviewed by a medical review officer before the test results are transmitted to the district. The medical review officer must be a licensed physician (M.D. or D.O.) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate the test results, the driver's medical history, and any other relevant biomedical information, including possible alternative medical explanations.

REFERRAL AND TREATMENT

Drivers testing for more than 0.04 alcohol concentration, possessing alcohol at work, using alcohol at work, working within four hours after alcohol use, using alcohol within eight hours after an accident, refusing to submit to required alcohol or controlled-substance tests or showing use of controlled substances shall be advised of the resources available to the driver in evaluating and resolving problems associated with alcohol/controlled-substance misuse, including the names, addresses and phone numbers of substance abuse professionals and counseling and treatment programs. These drivers will be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol/controlled-substance misuse. The driver will not be permitted to return to work until receiving a test result of less than 0.02 alcohol concentration if the conduct involved alcohol, or a controlled-substance test with a confirmed negative result if the conduct involved substance abuse. If the driver is identified as needing assistance in resolving problems associated with alcohol/controlled-substance misuse, the driver must be evaluated by a substance abuse professional to determine that the driver has properly followed the prescribed rehabilitation program, and the driver must be subject to unannounced follow-up alcohol and controlled-substance tests on return to duty as stated above.

These requirements do not apply to drivers refusing to be tested or drivers having a pre-employment test of 0.04 or more.

MANAGEMENT INFORMATION SYSTEM

The district will prepare an annual calendar year summary of its alcohol testing program. The report will be submitted in accordance with the Federal Act by March 15 for the prior year. The report will contain the statistical data required by the Federal Act.

EDUCATIONAL MATERIALS

Each driver must receive educational materials that explain the alcohol misuse prevention requirements; the district's policies and procedures; the identity of a contact person knowledgeable about the materials; factual information on the effects of alcohol/controlled-substance misuse on personal life, health and safety; where help can be obtained, including the district's Employee Assistance Program; categories of employees subject to testing; what functions are covered by the policy; a description of prohibited conduct and the circumstances that trigger testing, testing procedures and safeguards; what constitutes a refusal to submit to testing and the consequences; signs and symbols of an alcohol/controlled-substance problem; consequences for drivers with an alcohol test level of 0.02 or more but less than 0.04; and the consequences of violating the rules. The staff will prepare appropriate educational materials.

MAINTENANCE OF RECORDS

The district shall maintain records of its alcohol/controlled-substance misuse prevention program. The period of retention for these records shall be:

A. Five years:

Records of driver alcohol/controlled-substance tests with confirmed positive results; documentation of refusal to take required tests; calibration tests for EBTs; and driver evaluation and referrals.

B. Two years:

   Records relating to controlled-substance collection and training.

C. One year:

   Records of negative controlled-substance test results.

Upon written request, a driver is entitled to obtain copies of any district records concerning the driver's use of alcohol/controlled substances, including test results.

DISCIPLINARY ACTION

Employees who violate the prohibitions in the Prohibitions section of this policy or have a confirmed alcohol breath test of 0.02 or more while performing safety-sensitive functions or who have a confirmed positive controlled-substance test will be subject to disciplinary action, including termination.

OTHER POLICIES

This policy does not supersede any other district policy pertaining to alcohol or controlled-substance use by district employees, except to the extent that this policy is specific to drivers performing safety-sensitive functions. To the extent permitted by federal law, this policy is to be interpreted consistent with the Oklahoma Act.

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