MUSTANG PUBLIC SCHOOLS

SUPPORT EMPLOYEE

2026-2027 NEGOTIATED AGREEMENT

Table of Contents

Section A: Personnel Procedures 2

1. **Definitions of Terms** 2
2. **Selection** 3
   a. **Posting/ Filling Job Vacancies** 5
   b. **Conditions of Employment** 5
3. **Nondiscrimination Policy** 6
4. **Experience** 7
   a. **Re-Employment** 7
   b. **Employee Orientation** 7
5. **Reduction In Force Considerations** 7
6. **Training and Professional development** 8
7. **Certification Requirements** 8
8. **Personnel records** 8
9. **Absence** 9
10. **Time Clock** 9
11. **Re-Assignment** 10
12. **Resignation** 10
13. **Evaluation** 10
14. **Suspension, Demotion, or Termination** 11
15. **Appeals Channels** 13
16. **Calendar Committee** 13

Section B: Leave Provisions 14

1. **Leave** 14
   a. **Sick Leave** 14
   b. **Personal** 15
   c. **Vacation (only for full-time, 12-month employees)** 16
   d. **Bereavement** 17
2. **Sick Leave Bank** 17
3. **Professional Leave** 19
4. **Legal Leave** 19
5. **Leave of Absence** 19
6. **Absence without Pay** 19

7. Leave Sharing Policy 19
8. Attendance Incentive 21
Section C: Fringe Benefits 21
1. Teacher Retirement 21
2. Life Insurance 22
3. Section 125: Flexible Spending Plan 22
4. Activity Pass for School Events 22
5. Break Time 22
Section D: General Information 23
1. Child Nutrition 23
2. Transportation Department 23
3. Maintenance/Custodial Department 23
4. Working Conditions 24
a. Health and Safety 24
5. Overtime and Compensation Time 25
Section E: Compensation 25
1. Salary (See Appendix) 25
a. Placement on Salary Schedule 25
b. Contract Extension 25
c. Travel Reimbursement 26
2. Payroll Deductions (Association Dues) 26
Section F: Association Rights/Privileges 26
1. Distribution of Negotiated Agreement 27
2. Right to representation 27
3. Association Communications with Employees 27
4. Availability of Information 27
5. Association Leave 27
6. Use of Facilities for a Meeting 27
Section G: Grievance Procedures 28
1. Definitions 28
2. Procedure 28
a. Informal Resolution 28
b. Level I 28
c. Level II 29
d. Level III 29
e. Level IV 28
3. Grievance Process 31

Procedural Agreement

Appendix A
Salary Schedules

Section A: Personnel Procedures

1. **Definitions of Terms**

Daily rate of pay: Equals the salary divided by days worked in the contract.

Full-time Employees: All support employees who, on a set schedule, consistently works a minimum of six (6) hours or more per day, five (5) days a week, totaling thirty (30) hours or more per week in their primary job. Other schedule configurations may be approved by the Superintendent or Designee.

Event Employees: All personnel employed to work events, camps, etc. on an as needed basis. These employees are not subject to leave or fringe benefits, and must follow the guidelines for employment.

Administration/HR Department: Human Resources, Personnel Department, or Superintendent designee(s).

Leave: Sick, sick bank, personal, vacation, bereavement, miscellaneous, Family Medical Leave (FMLA), leave of absence, leave without pay, leave share, jury and military.

Part-time Employees: All support employees who are employed to work less than six (6) hours per workday or less than 30 hours per week. Other schedule configurations may be approved by the Superintendent or Designee.

Probationary Employees: A probationary employee commences a "trial period" during which the direct supervisor carefully considers whether the employee is able to meet the standards and expectations of the job and if the employee should be retained by MPS as a "regular" employee. During probationary employment the supervisor assesses the employee's ability to learn and perform job duties, quality of work, productivity, work habits, cooperation, attendance and punctuality and other standards and expectations specific to an employee's particular position. If the employee fails to meet the requirements of the job, the employee may be released at any time during the probationary period. The position held by the probationary employee may be posted prior to the end of the fiscal school year. If posted the employee must re-apply for the position if he/she wants to be considered for the position. If a recommendation for future employment is made by the supervisor and if the employee completes the full probationary period, the probationary employee may be considered for employment for the subsequent school year on a regular contract. If a probationary employee becomes a "regular" employee in the same position for which he/she was hired, the time worked as a probationary employee is credited toward experience. We are asking for verbiage change. Support employees shall serve a probationary period of one (1) year beginning on their official date of employment. Upon successful completion of the one-year probationary period, the employee shall automatically attain regular employee status unless the employee has been notified in writing of non-renewal, termination, or an extension of the probationary period as permitted by law. A probationary employee is an at-will employee and has no continuing employment rights to future employment by the school district as per state law (70 O.S. Section 6-101.40).

School Year: Entire period of time between July 1, and June 30, that is determined by work calendar for a particular position

Support Employee: An employee of a school district as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, who has been employed for at least one calendar year and who provides those services, not performed by professional educators or certified teachers, which are necessary for the efficient and satisfactory functioning of a school district. Refer to Fair Labor Standards Act.

Temporary Employees: All personnel employed in any department to fill in for an employee who is on leave or due to an extra workload. These employees will have a beginning and ending date, will be paid at the zero (0) step of the employee's position which he/she is replacing, they are not subject to leave or fringe benefits, and must follow the guidelines for employment.

Summer Employment: Employees who are hired as an extra employee to work in a position that is needed due to extra workload in any department.

Student: Any person who is at least sixteen (16) years of age and who will be attending secondary classes in a public/private/homeschool in the fall is considered a student. Students employed by the Mustang Public Schools are excluded from coverage of this Contract and their conditions of employment shall be set by the Board of Education.

Emergency Day: Shall be defined as a day when school is canceled, at the Superintendent's discretion, for the entire district or specific parts of the district due to an emergency.

Contract day: Shall be defined as the standard number of hours for which an employee is employed on a daily basis.

Seniority: Shall be defined as a support employee's length of uninterrupted service with Mustang Public Schools since his/her initial date of employment without regard to part-time or full-time service. When employees share the same hire date, priority shall be determined by using the date of the employee's application. If the dates of the applications are identical, then priority must first be given to the employee with prior Mustang Public Schools service for that position, and second priority given to the employee with any prior Bargaining Unit service, or last by lot draw.

Two-Position Employees: An employee who works in two positions for the district and whose total working hours are thirty (30) or more hours per week shall be considered a full-time employee and entitled to all qualifying benefits.

Employee Concerns: An issue brought by an education support employee which needs to be addressed by their superior(s). This process could be followed by an official grievance depending on whether the issue is a violation, misinterpretation, or misapplication of the terms of this Negotiated Agreement.

Grievance: A claim by an education support employee that there has been a violation, misinterpretation, or misapplication of the terms of this Negotiated Agreement that has affected that employee or employees.

Grievant: An employee making a claim.

2. Selection

All applicants for support positions with Mustang Public Schools (MPS) shall have a completed support application on file at MPS Administration Office. A Consumer Authorization and Release, and a National 5 Criminal History Record Check (NCHRC) are required for employment. The NCHRC is at employee's expense.
An applicant (excluding students) must possess a minimum of a high school diploma or G.E.D. to be considered for employment with MPS. Any exceptions must have prior approval from the Superintendent's office.
In recommending an applicant for employment, the supervisor will place emphasis on these factors:

- the applicant's previous training/experience, special abilities and skills related to the requirements of the position
  physical ability as related to the position
- competency
- references

Assistant Superintendents or designee shall recommend all support employees for employment to the Mustang Board of Education. Each support employee is under the general direction of the Superintendent/Assistant Superintendents, and shall perform such duties as may be assigned by the person charged with his/her direct supervision.

Current employees may be given consideration for all new or current position vacancies for which they qualify and apply. Every effort will be made to hire the most qualified individual based upon the criteria as outlined in the Board policy. Temporary and substitute employees shall may be given consideration for all new or current position vacancies for which they qualify and apply before outside applicants are employed to fill such vacancies.

Fair processes should govern the change of placement or promotion of support employees.

Summer Employment
All summer employment will be posted. Applicants who are currently employed in the District may be considered for the summer position before applicants from outside the District are employed.

Probationary Employees
Probationary employees shall be notified in writing by May 1st regarding the status of their current temporary employment for the next school year.
Probationary employees shall be considered and included in the same manner as other support employees as described in the negotiated contract between Mustang Public Schools Board of Education and MESP with the exception of the right to guaranteed re-employment in a continued permanent status.
Probationary employees may apply for and accept support positions that have been posted any time during the school year.

Drivers
All existing or newly created bus routes or shuttles shall be posted. When the administration determines that all other qualifications are equal, the position may be filled first by the senior support drivers or senior bus assistants desiring those routes.

Driving routes that are open at the end of a school year or become open over the summer will be posted in the normal manner but will be awarded at the conclusion of the last in-service training session. Driving route selection will occur prior to the beginning of the school year, usually the week before school starts.

a. Posting/ Filling Job Vacancies

Job postings will be accessible on the district's web site (www.mustangps.org).

A current employee who would like to apply for a posted position, must apply online through the Mustang Public Schools website under Human Resources.

If a job description is changed requiring a license/certification or additional training, the employee shall be granted a reasonable amount of time mutually agreed upon by the employee and supervisor that is relative to the requirement to update skills and/or license. If the required license/certification or additional training is not obtained within a reasonable amount of time, the employee may face consequences leading up and/or including termination.

Support employees may request access to district technology during working hours for the purpose of viewing job vacancies and/or retrieving district email. The request to use district technology shall be granted by the supervisor in a timely manner. Support employees may request a list of all vacancies from their supervisor at any time.

Said notice of vacancies will be posted for at least three (3) days prior to being filled. The notice shall include:

I. Title of the position
II. Location of position
III. Summary job description
IV. Number of working days required
V. List of the qualifications for the position
VI. Department
VII. Hours per day
VII. Associated pay scale

Consideration will be given to all applicants who meet the established qualifications for the vacancy. The administration shall determine the importance of the qualification or qualifications required for the vacancy being filled. When the administration determines that all other qualifications are equal, seniority may be determining factor in placement.

Administration will provide a copy of the district personnel report to the Association when it is filed with the SDE each school year.

a. Conditions of Employment

Ethical Conduct: All efforts shall be made to employ individuals of integrity. Employees are expected to maintain the high standards contained in the following guidelines:

- The welfare of students shall be the primary consideration in making decisions relating to employee- personnel problems
- Professional relationships shall be maintained at all times with other employees, patrons and students

- Employee contacts and employment privileges shall not be used for personal gain
- All school properties, equipment and materials must be properly used and protected

Professional Appearance:
- Shall dress appropriately to position and job safety requirements, including wearing uniforms when required, or as determined appropriate by department supervisor
- Manner of dress should be modest to prevent exposure of torso (i.e. midriff) and/or cleavage etc.)
- Hair and dress must be neat
- Hats will not be worn in the buildings by staff during school/working hours unless the position warrants, or for safety/health reasons
- Clothing that displays beer, wine, alcoholic beverages, tobacco, drugs, or sexual connotations is prohibited.

Work Standards:
- Maintain a good work ethic
- Meet acceptable standards of work performance
- Perform tasks necessary to a particular position safely and effectively
- Must maintain a valid Oklahoma driver's license, if position requires

Physical Requirements:
- Bus drivers are required by State Law to have a physical examination at the time of employment, and annually throughout employment.
- Training may be required for Special Education Paraprofessionals depending on assignment

Tobacco Free Environment In accordance with Oklahoma law which prohibits the use of tobacco products in school vehicles, and at any school-sponsored or school-sanctioned event or activity, and Policy and Procedure Handbook, Policy #2060, Mustang Public Schools' desire is to provide a healthy smoke-free environment for students, employees and patrons. Mustang Public Schools' Policy and Procedure #2060 further states that all facilities within the District will be smoke-free twenty-four (24) hours per day on a year-round basis prohibiting smoking, the use of snuff, chewing tobacco, electronic cigarettes, vapors, or any other form of tobacco product by all persons. This policy extends to all district activities, vehicles and property. There will be no designated smoking areas anywhere in the District.

3. Nondiscrimination Policy

The Mustang School District is an equal opportunity employer and complies with all of the provisions of the following:
Title IX of the Education Amendments of 1972, as amended, and part 86 of the Title 45, Subtitle A, Rules and Regulation of the U.S. Department of Health, Education and Welfare

I. "No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any education program or activity receiving federal financial assistance."

b. Section 504 of the Rehabilitation Act of 1973 "No person or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from the participation in, be

denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance."
c. Title VI of the Civil Rights Act of 1964. "No person in the United States shall, on the grounds of race, color, genetics or national origin, be excluded from, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance."

4. Experience

Placement on the Step Scale does not correlate solely with years of experience. An employee is placed on the appropriate step based on qualification, work experience, certifications education, supervisor recommendation and HR Executive Director approval. Once placed an employee will increase one step each year.

Beginning with the 2013-14 school year Teacher Retirement is changing the calculation for a full year of service: to receive credit for a year experience the number of contracted days must be met, i.e. 240 day contract, then 240 days must be worked in lieu of any leave used (You may use, sick, bereavement, vacation, or personal leave that you may have to account for the days worked. If you have salary docked days, these will not count toward your service credit.)

When an employee is reassigned to another position having lower hourly pay, the employee's current hourly pay will remain as long as the new position entails an equal or higher number of calendar workdays.

Consideration will be given to years in like positions when determining scale placement.

a. Re-Employment

A support employee who has been terminated shall be ineligible to apply for re-employment without the written recommendation of the Superintendent's office.
A support employee who has resigned and is re-employed in the same position within one (1) year of leaving MPS may receive the same number of years of experience as when the employee left employment.

b. Employee Orientation

It shall be the responsibility of the Human Resources Department to provide each new support employee with an orientation process, making them aware of available welfare and benefit programs.

Employee orientation/ training is mandatory for all new employees. New employees will receive written notice of the date and time to attend.

5. Reduction In Force Considerations

In the event it becomes necessary to reduce the number of support employees employed by the district, administration will consider the procedures below:

- A hiring freeze shall be imposed
- In determining employees to be reduced in force: first, losses through normal attrition (retirement, resignation, release of probationary employees, or a position otherwise vacated) shall, insofar as is practical, not be replaced.
- Active Certified personnel holding support and certified positions simultaneously shall be laid off from the support personnel positions.
- Support employees declared to be in excess in a building in a given department may be transferred, when qualified, to fill vacancies in other building within their department or another department.
- Employee evaluations will determine any further reduction in force within a department. Employee seniority will be used as a determining factor in the event employee evaluations are deemed equal.

As positions become available, employees shall be recalled to work in the reverse order of the reduction in force. A reduction in force employee shall be entitled to remain on the recall list for one (1) year from the reduction in force and will be given the opportunity for rehire before an outside candidate.

6. Training and Professional development

The district will provide training for support employees as job responsibilities/requirements change. Training will be offered in areas of job responsibilities to include but not be limited to technology, administrative assistant responsibilities, administration of medication, CPR, child abuse reports, etc. If any support employee feels additional training is necessary, he/she may submit a request for further training through his/her immediate supervisor.

In-service days for professional development leave will be provided to the employees to attend workshops and/or seminars directly related to their specific job classifications, during their contract term, upon approval of the Director of Human Resources.

Employees will complete Vector Solutions training during contract time. If an employee chooses to complete GCN training on their personal time, outside of their contract time, they will not be compensated by the district.

7. Certification Requirements

Support employees who obtain certification required or available for certain positions must submit the necessary paperwork to the personnel office before any pay changes can occur. Pay change should be reflected in two (2) pay periods.

8. Personnel records

Personnel records are maintained in the personnel office at the Administration Building for each support employee. Personnel records will include:

- application
- employment contract(s)
- physicals (when applicable)
- evaluation(s)
- felony check/NCHRC 8
- loyalty oath
- U. S. Department of Justice Employment Eligibility Verification (I-9)

- certification/license/transcripts/diplomas (when applicable)
- "Voluntary Separation from Employment" form upon leaving the district.
- Letter of Concern or Letter of Admonishment

The support employee may view his/her personnel file at a time that is convenient for both the support employee and the personnel office. The support employee shall be entitled to have a representative of his\her choosing present during the review. The support employee shall have the right to make copies of the material in his\her file.
In order to schedule an appointment, call the HR Department at the Mustang Administration Building, (405) 376-2461.

Any material that is over three (3) school years old and that is not required by law to be maintained for longer periods of time may be removed from the employee's file at the request of the employee with the Superintendent's approval. Administration has the right to maintain any and all employee files as needed.

Material that may adversely affect the support employee's employment status may not be placed in the support employee's official file until the support employee has had the opportunity to read the material. The support employee shall receive a copy of said materials. The support employee shall have the right, within ten (10) working days, to affix a written response to said material.

Personal Information Changes
It is important that employment records be kept up to date. The employee must complete the Change of Name/Address Form for the HR Department at the Mustang Administration Building if there are any changes or corrections to his/her name (must present a new social security card for payroll purposes), home address, home telephone number, marital status, emergency contact or beneficiary. The form is located on the MPS employee intranet accessed through the district website: www.mustangps.org. Look under the Quick Links, scroll down to find the "for employees" link and click on it. Once you have accessed the intranet, the Change of Name/Address Form is found within the Human Resources tab. If necessary, a new W-4 should be completed and turned in to payroll. The form is located on the employee intranet through the Business Office link.

9. Absence

It is required that ALL support employee notify his/her direct supervisor no later than one (1) hour prior to scheduled work time on any workday that the support employee intends to be absent.

10. Time Clock

Support employees are expected to utilize the time clock. The employee's signature will be required when requested by a supervisor for the weekly timesheet, acknowledging that the time worked and the time used for leave is reported correctly. Only a supervisor can be involved with managing individual Compensation Time. If an employee holds multiple job titles, they are required to clock out from one title to the correct one they are working. (Example: Crossing Guard to Noon Supervisor, Bus Trainer to Bus Driver.

a. Employees shall not work "off the clock." Supervisors must approve any work time over the contracted hours in writing (email is acceptable). Employees who work non-approved hours over their contracted hours will be paid for the time worked, but may be subject to disciplinary action.
b. Beginning July 1, 2024, all leave for support employees shall be taken as entered into Frontline

regardless of increment.

11. Re-Assignment

All support employees are subject to change in assignment if the administration is of the opinion that it would improve the overall program of the school district.

When it becomes necessary to reassign or transfer an employee from their current position, school site, work site, or department, a conference shall be held with the employee who will be affected by the change prior to the reassignment or transfer. The employee's concerns regarding the reassignment or transfer may be presented at the aforementioned conference. All employees placed into positions shall have adequate training for those positions. All discussions between supervisors and employees will be conducted in a professional, respectful and productive manner.

12. Resignation

A support employee terminating his/her employment with MPS shall immediately notify his/her direct supervisor. All supplies, keys, I.D. badges, uniforms, equipment and tools if applicable, must be returned and the "Voluntary Separation from Employment" form must be completed and signed before the support employee is issued the final payment. The employee must meet with his/her supervisor or the personnel office to complete the checklist for resignation. Final payment will be made by direct deposit on the next closest pay date and after payroll receiving all necessary paperwork and clearance from HR.

13. Evaluation

The purpose of an evaluation is to improve job performance and to determine the quality of work. All evaluations must be performed by May 1st, with an in-person meeting, with a minimum of one (1) time per year.

Mustang support employees shall have the right to be accompanied by a representative of the employee's choice at all conferences with Administrators and/or the Board of Education which deal with issues of performance. Administration shall give, at least, twenty-four (24) hour notice of the scheduled conference(s) except in those instances where, in the judgment of the Administrator, the seriousness of the situation requires immediate attention. Administration shall inform the support employee of his/her right to representation.

A reprimand or an admonishment will be issued when a violation of policies and procedures occurs. The direct supervisor will provide a written plan of improvement if necessary.

When the employee receives a written plan of improvement there shall be a conference between the employee and the immediate supervisor to discuss the matter. Subsequent evaluations or a form of documentation which fail to note previously cited issues shall be interpreted to mean that satisfactory improvement has taken place.

The written evaluation shall be placed in the employee's personnel file. Access to the evaluation shall be granted only to the employee's direct supervisors, other appropriate district administrative personnel, and the employee or his/her designated representative.

An employee may respond in writing to any written evaluation, reprimand, admonishment or other formal written disciplinary action within ten (10) working days of the receipt of such disciplinary action. If provided by the employee, such response shall be maintained in the employee's personnel file along with and attached to the original written form of disciplinary action. Except by order of a court of competent jurisdiction or otherwise authorized by law. Evaluation documents and the responses of the employee shall be available only to the evaluated employee, the evaluator, the Administrative staff of any school within the district to which the employee applies for employment, the Central Office Administrators and/or the Mustang Board of Education and/or other such persons specified by the employee in writing.

14. Suspension, Demotion, or Termination

Employees who have worked for the district for more than one year are entitled to support employee due process prior to any suspension, demotion, termination or non-reemployment. Supervisors will notify probationary employees of their contract renewal status prior to May 1st during each school year. Probationary employees shall have the right of representation.
In order to comply with School Laws of Oklahoma, the Mustang Board of Education hereby adopts the following procedure for the suspension, demotion or termination of support employees.

Support employees who have been employed with MPS for one (1) year or more, shall be subject to suspension, demotion, termination or non-reemployment only "for cause" which includes, but not limited to, the following:

1. The willful and/or repeated neglect of duties, displaying of incompetence, and failure to perform satisfactory work in terms of quality and quantity.
2. The committing of mental or physical abuse of a child.
3. Committing acts of immoral conduct, indecency, and/or an act of moral turpitude including abusive or foul language.
4. Walking off the job and/or failure to report to work without notification or authorization.
5. Any felony offense or conviction.
6. Committing insubordination (refers to an employee's intentional refusal to obey an employer's lawful and reasonable orders) of any kind and/or the refusal or failure to follow the instructions of a supervisor.
7. The violation of any district/administrative rule or policy or when in the best interest of the district.
8. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state's or the federal sex offender registration provisions.
9. Engaging in criminal sexual activity, sexual misconduct and/or inappropriate relationship(s) with other employees or students may lead to dismissal, refused employment or non-employment.
10. The possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances.
11. Unauthorized possession of weapons on the premises at any time.
12. Assault or assault and battery during the performance of a person's duties at MPS.
13. The use of tobacco products, electronic cigarettes, or vapors on and in all MPS District property at any time.
14. Gambling, lottery or any other game of chance on district property during work hours.
15. Unsafe or unauthorized operation of machines, tools, or equipment and/or without safety devices provided.
16. A breach of acknowledged confidentiality.
17. Failure to cooperate with supervisors and co-workers contributing to a negative work environment
18. The refusal of a job transfer within the district if the transfer does not result in a demotion or reduction in wage.

19. The failure to notify a supervisor of an absence in the proper amount of time.
20. Excessive tardiness and/or excessive absenteeism for any reason that is unapproved or unexcused by a supervisor.
21. Exceeding the maximum number of available leave without pay or the improper use of leave.
22. Signing in and out for another employee.
23. Failure to be at workstation on time, leaving the workstation without permission of a supervisor, and/or abusing "break" or meal periods.
24. Disregard of safety rules or common safety practices.
25. Failing to correct or improve on fair or poor evaluation ratings.
26. Falsifying of time sheets, personnel, or other records.
27. No food, leftover food, or garbage is to be carried away from the premises by any person other than a licensed waste disposal company.
28. Falsification and/or removing without authority district property, records or confidential information.
29. Willful abuse, misuse, defacing, destruction, or unauthorized operation of district property, including tools, equipment, machines, or other property. Theft, misappropriation, or sabotage of property of employees, students, or of the district. School equipment and/or school funds are to be never used for personal use.
30. Creating disturbances on the premises at any time.
31. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
32. Making or publishing of false, vicious or malicious statements concerning any employee, supervisor or the district.
33. Causing conflict with other employees.
34. Practical jokes injurious to employees and/or the employees' or district's property.
35. Creating or contributing to unsanitary conditions by disregarding safety and cleanliness expectations.
36. Use of personal and/or work cell phones or any electronic device under the employee's authority and/or password during the employee's work day that would endanger the safety of students and/or employees (i.e. driving a school bus, operating equipment) or distract the employee from performing job responsibilities.
37. The recording inappropriate picture or video, accessing the internet or email for participation in pornography, gambling, purchasing or any other unlawful usage.

Nothing contained in this policy shall prevent the Mustang Board of Education from acting on its own volition in matters pertaining to suspension, demotion or termination of support employees. Whenever the Superintendent of Schools, or his/her designee, is of the opinion that the immediate suspension of a support employee is necessary, and in the best interest of a school district, the Superintendent of Schools, or his/her designee, may suspend the support employee.

After any suspension or prior to any demotion or termination, all non-probationary support employees shall receive notice of his/her right to a hearing, which if requested, will be conducted by the Mustang Board of Education. All notices shall be sent by certified mail with the postmark used to determine the timeliness of such notice. The support employee must request a hearing to the minutes clerk of the Mustang Board of Education within ten (10) working days of said notice, or be deemed to have waived his/ her right to a hearing.

If a support employee is suspended for a period exceeding ten (10) working days, the Superintendent of Schools shall initiate proceedings for termination or reinstatement and shall follow the procedures set forth in board policy.

However, in a case involving a criminal charge, the suspensions may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the support employee during or after the suspension for termination as provided in board policy.

If the support employee requests a hearing, the hearing shall be conducted at the next regularly scheduled meeting or the next succeeding meeting of the Mustang Board of Education if the request is received by the Minutes Clerk of the Board of Education at least 10 working days prior to aforesaid meeting. A special meeting may be conducted if requested by the support employee or at the discretion of the Mustang Board of Education. The special meeting shall be conducted no sooner than ten (10) working days nor later than thirty (30) working days after receipt of the support employee's request.

Employee discipline procedures are designed to give each employee a full opportunity for work success. Each employee has the right to representation. The normal discipline procedure involves steps:

- VERBAL CONVERSATION – Step one consists of an informal conference between the employee and the supervisor concerning the employee's performance. If improvement is not noted then administration may move to step two.
- WRITTEN CONCERN - Step two consists of a letter detailing the area(s) of concern and allowing time for correction of problem(s). A conference between the employee and their immediate supervisor aimed at improving performance and to eliminate the weaknesses cited will occur. The employee shall be provided a copy. The employee will have ten (10) working days to provide a written response. If the employee does not show improvement within the written timeframe then administration may move to step three.
- DECISION-MAKING CONFERENCE –Failure to comply with the conditions of a plan of improvement may lead to disciplinary action up to and including dismissal. The employee will receive notification of final employment decisions in a reasonable time.

Disciplinary action may be initiated at any step depending upon the severity of the infraction.

15. Appeals Channels

A support employee should first discuss any problem with the school official serving as his/her direct supervisor. If a satisfactory resolution is not made, the employee may take the matter to the official next in line of authority. As a last resort, an appeal may be made to the Mustang Board of Education. This request should be in writing.
Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of a concern by a support employee.
Example: Custodian -- Custodial Supervisor – Custodial Manager -- Principal and/or Director – Assistant Superintendent – Superintendent of Schools – Mustang Board of Education

16. Calendar Committee

The Board will adopt a school calendar for the next school year after it has received written recommendations from a calendar committee which will include at least (2) support employees, appointed by the Association. Prior to the Board of Education approving a revised calendar during the year, the Calendar Committee will be reconvened to review all suggested revisions.

Section B: Leave Provisions

1. Leave

NOTE: Beginning July 1, 2024, all leave for support shall be taken as entered into Frontline regardless of increment.

Leave Correction:

a. Employees will be responsible for choosing the correct leave designation.
b. Employees will have two business days to change a leave designation.

Leave - No sick leave or comp time will be granted for any activity that provides monetary compensation. Leave is based on the hour requirement of a particular job.
Leave is accrued and entered on the primary position (most hours worked) when employees work two (2) positions. Leave on the second position may be taken with permission from your supervisor and will be required to be made up. If a support employee wishes to change his/her absence after it has been received and recorded by the personnel office, a request to his/her supervisor must be made within two (2) weeks unless deemed to be a mistake made by the recording of the leave. The absence will stand as recorded after the two (2) week period has passed.

In the event an inclement weather/distance learning day is established by the Superintendent, designated support employee groups may participate in professional development, satisfying up to 8 contract days. Virtual professional development will be made available by the support employee supervisor. Professional Development may take the form of a virtual staff meeting, professional videos, professional literature, online training, online discussions, etc. Upon verified completion of the professional development, the employee will not be required to use individual accrued leave (sick, vacation, personal, comp time, bereavement) to satisfy a contract day. All Non 240 contract support employees may utilize professional development in the event an inclement weather/distance learning day is established by the Superintendent. Non 240 contract support employees choosing not to participate in professional development opportunities, will need to take accrued leave (sick, vacation, personal, comp time, bereavement) on inclement weather/distance learning days.

As stated in Board Policy, the Superintendent may designate up to five (5) Emergency Days within a school year. Leave will not be utilized for any employee during an Emergency Day. There may be times when a support employee's assistance for safety reasons is requested at the Superintendent's discretion.

a. Sick Leave

No Sick leave will be granted for any activity that provides monetary compensation.

For all support employees, sick leave will be given up front on July 1 of each school year.

Sick leave is granted when the support employee is unable to perform regularly assigned duties because of illness or personal health conditions of the employee or illness of a member of the employee's immediate family. Immediate family is a spouse/significant other, mother, father, children, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents of employee or spouse/significant other, grandchildren of employee or spouse/significant other, or a person living in the employee's home who is part of the family.

Employees with experience in an Oklahoma school district in the current year or immediately preceding year may transfer accumulated sick leave to MPS, not to exceed sixty (60) days. If the employee has more than sixty (60) days the remaining amount will be placed in the District's Retirement Bank for retirement purposes.

According to the Teachers Retirement System (TRS) one-hundred twenty (120) days of earned sick leave can be used for one (1) year of experience toward retirement provided all established guidelines are met.
The Superintendent, or his/her designee, may request at any time, a statement from a support employee's medical doctor that the employee is or is not able to assume his/her regularly assigned duties. This request may be made at any time after an employee has missed three (3) consecutive workdays or an accumulation of ten (10) or more days in a school year.

Should a support employee decide to separate employment with Mustang Public Schools, the "Voluntary Separation from Employment" form must be completed. The employee must indicate on this form, in writing, if they are requesting payment for unused sick leave. Accumulated unused sick leave days will be prorated according to the number of days actually worked.

At the time of separation from Mustang Public Schools, each full-time support employee who has completed 5-9 years of continuous service will receive twenty-five ($25.00) per day up to a maximum of one hundred (100) days for sick leave accumulated within the MPS District. Part time support employees (those support employees who work at least three (3) hours per day) who have completed 5-9 years of continuous service will receive twelve dollars and fifty cents ($12.50) per day up to a maximum of one hundred (100) days for accumulated sick leave at the time of separation from Mustang Public Schools.

At the time of separation from Mustang Public Schools, each full-time support employee who has completed 10 or more years of continuous service will receive fifty dollars ($50.00) per day up to a maximum of one hundred (100) days for sick leave accumulated within the MPS District. Part time support employees (those who work at least three (2) hours per day) who have completed 10 or more years of continuous service will receive twenty-five dollars ($25.00) per day up to a maximum of one hundred (100) days for accumulated sick leave at the time of separation from Mustang Public Schools.

If a probationary employee leaves the district prior to his/her one (1) year anniversary date, there will be no payment for sick leave.

Female employees who have been employed with MPS for at least 1 year and have worked 1,250 hours during the previous 12 months are eligible for up to 6 weeks of paid state approved maternity leave. The 6 weeks of paid state approved maternity leave begins immediately following the birth of the child and runs consecutively without interruption, regardless of school breaks. After 6 weeks of paid state approved maternity leave the employee may use their accrued leave as needed. Usage of the 6 weeks of paid state approved maternity leave in addition to the usage of employee accrued leave will run concurrently with FMLA, as used within Federal guidelines.

b. Personal

All full-time and part-time support personnel, unless noted otherwise, will be given three (3) personal leave days at the beginning of the fiscal year, or prorated days for the proportional time of employment.

Personal leave must be requested in writing and approved by the direct supervisor at least twenty-four (24) hours in advance of the requested leave date. Use the form in Appendix C for the request. If an employee fails to comply with obtaining prior approval for personal leave, the day he/she is absent using personal leave will be recorded as a day of leave without pay.

The employee's director/supervisor can determine that any leave cannot be used three (3) days before or the days following a school holiday. These dates are set according to the employee's work calendar.

Factors that will be considered before approving requests are:
- availability of replacement
- effect on other related personnel (i.e., workload)
- time of request

At the end of each school year, up to three personal days will be converted to sick leave.

A support employee with ten (10) or more years of continuous district service in MPS will be allowed to carry over one (1) day of personal leave into the succeeding school year. A support employee with fifteen (15) or more years of continuous district service in MPS will be allowed to carry over two (2) days of personal leave into the succeeding school year with a maximum of five (5) personal days accumulated.

c. Vacation (only for full-time, 12-month employees)

All vacations must be scheduled, coordinated and approved by the supervisor.
Vacation leave shall be accrued monthly, at the end of the month, for all full time 12 month support employees as the chart below indicates.

Years of In-District Service	Effective July 1st Paid Vacation Days
0-7 Years	Ten (10)
8-12 Years	Twelve (12)
13 + Years	Fifteen (15)

Vacation leave must be requested in writing and approved by the direct supervisor at least twenty-four (24) hours in advance of the requested leave date. Use the form in Appendix C for the request. If an employee fails to comply with obtaining prior approval for vacation leave, the day he/she is absent using vacation leave will be recorded as a day of leave without pay.

The employee's director/supervisor can determine that any leave cannot be used three (3) days before or the days following a school holiday. These dates are set according to the employee's work calendar. Factors that will be considered before approving requests are:
- availability of replacement
- effect on other related personnel (i.e., workload)
- time of request

Vacation leave cannot be used until it is accrued. Vacation leave is not available for use by the probationary employee until the employee's one-year anniversary date. If a probationary employee leaves the district prior to the one-year anniversary date, there will be no payment for vacation leave.

Vacation leave will not be accrued unless the employee works at least 50% of the month or if an employee is on worker's compensation.

When a support employee on a continuing contract leaves the district, any unused vacation leave days will be paid at a rate of the employee's daily rate of pay. Request for payment must be indicated on the "Voluntary Separation from Employment" form. For payment purposes, an employee may accumulate a maximum of thirty (30) days. At June 30 of any fiscal year, no more than thirty (30) days may be carried to the next fiscal year. If the extra days over 30 are not used, the days are eliminated as of June 30 of each fiscal year. If an employee is taking more than 5 days consecutively of vacation, prior approval will be required from the Executive Director of Human Resources and the employee Supervisor. A support employee on a continuing contract, who has over thirty (30) days of vacation leave accumulated, shall have the choice of converting a maximum of two (2) days of vacation leave to sick leave prior to June 30th each fiscal year.

d. Bereavement

Bereavement leave is to be used for absences in the event a family member, relative, Friend, or friend's family member dies, or in the event of a pregnancy loss. Each support employee will be given six (6) bereavement days at the beginning of the fiscal year, or prorated days for the proportional time of employment.

2. Sick Leave Bank

Sick Leave Bank - No leave will be granted for any activity that provides monetary compensation. A Sick Leave Bank has been established for Mustang support employees who choose to participate. 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 the sick leave bank program.

Procedure: The application form to utilize sick leave bank shall be the same as the application for FMLA leave. Requests for day(s) from the sick leave bank must be in writing and brought to the Human Resources Department at least ten (10) working days prior to the time the leave is to be taken, unless the employee is stricken with debilitating emergency. Along with the request, the employee shall provide a medical statement from a licensed physician or health care practitioner verifying the severe or extraordinary nature, explaining the illness/condition and expected duration of the condition. A HIPAA Form must also be completed and attached to the medical note. If the employee is unable to complete the leave request, the request can be completed by a family member or representative of the employee. The sick leave bank days may only be used by the recipient for the purposes specified. Sick Leave Bank was designed to prevent the employee from having to take leave without pay or face possible termination of employment due to extraordinary circumstances.

Sick Leave Bank requests are only good for the current school year, requiring an employee to re-apply, if needed, in the next school year. The Human Resources Department will determine if an individual employee qualifies for sick leave use. If sick leave is not granted the requesting employee may file an appeal within ten (10) working days of notification of denial which will then be heard by an appeals committee.

Each support employee who chooses to participate in the sick leave bank shall contribute one (1) day of sick leave each year at the beginning of the school year or within thirty (30) working days of initial employment if initial employment begins after the beginning of the school year. Days contributed shall be deducted from that employee's accumulated sick leave. The sick leave received will be designated as sick leave bank days and be maintained separately from the sick leave balance. For the one (1) day of sick leave contributed, the employee will receive ten (10) working days in the sick leave bank. Records for the sick leave bank will be kept in the HR office.

Contributing employees may request days from the sick leave bank to use after they have exhausted all their individual leave accumulation. Said request for days from the sick leave bank shall be in writing and shall be presented to the HR office at least ten (10) working days prior to the time the leave is to be taken. Unless the employee is stricken with debilitating emergency, retroactive days may not be granted as determined by the Sick Leave Bank Committee. The employee must have exhausted all sick, personal, and vacation leave before consideration to grant sick leave bank. Administration will consider the merits of the request and determine how many days, if any, are warranted as long as the total amount granted does not exceed ten (10) per year for each year the employee has participated in the sick leave bank. The H R office shall then notify the requesting employee in writing of the decision, and a copy of the notification will be kept in the HR office and in the employee's personnel folder. If an employee is denied days from the sick leave bank he or she may appeal the decision to an appeals committee composed of the members of the supervision committee and one additional administrator appointed by the Superintendent. The decision of the appeals committee is not grieve-able.

The employee shall be paid his/her regular rate of pay. No employee will be allowed to draw days from the sick leave bank while receiving workers compensation benefits. No leave will be granted to employees for any activity that provides monetary compensation. Supervision of the sick leave bank shall be a committee composed of the Assistant Superintendent and the Executive Director of Human Resources. Definitions Employee means those persons who have chosen to participate in the sick leave bank and have donated sick leave days to the bank.

Relatives of the employee include spouse/significant other, child, stepchild, grandchild, grandparent, stepparent, parent of the employee, sibling or mother/father-in-law.
A household member means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

Severe or extraordinary is defined as serious, extreme or life threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery.

Reasons: Employee is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition.

For purposes of sick leave due to pregnancy, miscarriage, childbirth and recovery there from, the number of days available shall be limited to the number of days needed to add to the employee's accumulated sick leave to total six (6) weeks from day of arrival.

Support Employees must be employed by MPS for one consecutive year before being eligible to access Sick Leave Bank. Probationary Support Employees are not eligible for Sick Leave Bank.

3. Professional Leave

Professional Leave – No leave will be granted for any activity that provides monetary compensation. A Support employee, with approval of his/her Assistant Superintendent over his/her designated department or area, will be granted professional leave to attend required job-related training without loss of pay.

4. Legal Leave

A support employee shall be granted leave for jury duty or for service as a witness subpoenaed in a criminal, civil or juvenile proceeding, related to the individual's employment. The Board shall pay the employee during such service the full contract compensation. To receive pay for this duty, the employee must furnish documentation of the service to the personnel office.

5. Leave of Absence

Leave of Absence –No leave will be granted for any activity that provides monetary compensation. No employee, except by law, is eligible to apply for an unpaid leave of absence until a minimum of one (1) year of qualifying service has been completed. A support employee may request a leave of absence in writing ten (10) days prior to requested leave. All leaves of absence shall be for one (1) semester or one contractual year or for the remainder of the semester or contractual year if the semester or year has begun. The leave of absence may be granted because of health, personal reasons or unusual circumstances. The supervisor, the Deputy Superintendent and the Mustang Board of Education must approve the leave. Factors that will be considered before approving requests are:

- availability of replacement
- effect on other related personnel (i.e. work load)
- time of request
- work history
- excessive absenteeism

Written notification of return from leave of absence shall be filed with the Superintendent thirty (30) days prior to the semester or year in which the employee wishes to return. Any employee who fails to file a written notification of return terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence. Health care benefits and voluntary payroll deductions will be the responsibility of the employee. While on a leave of absence the employee is not eligible for the flexible benefit allowance.

Employees returning from a leave of absence shall be assigned to the school/department from where his/her leave of absence was granted if an appropriate vacancy exists. Employees returning from a leave of absence will be reinstated at the same status of tenure.

While an employee is on a leave of absence without pay, leave allowances shall not accrue and salary increments of years of experience will not increase.

6. Absence without Pay

Absence Without Pay – No leave will be granted for any activity that provides monetary compensation. All sick, personal and vacation leave must be exhausted before a request for absence without pay will be granted.

A support employee, on a regular contract, and upon approval of the Superintendent or his/her designee, may be granted up to a maximum of five (5) days absence without pay.

Except in cases of emergency, request for absence without pay shall be made at least thirty (30) days prior to the time the leave is to be taken. This form is to be completed and returned to the employee's direct supervisor, who will forward it to the Deputy Superintendent or his/her designee.

Absence without pay is calculated on the salary schedule, divided by the number of working days in the calendar year, where the employee falls on the salary schedule. An employee may use up to five (5) days of absence without pay without losing the benefit of having an equal semi-monthly paycheck.
For the support employee on a regular contract, any additional absence(s) may be cause for immediate release from employment with MPS.

7. Leave Sharing Policy

The application form to utilize leave share shall be the same as the application for FMLA leave.

If an employee has exhausted or will exhaust all leave otherwise provided and is absent due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the employee, pregnant or recovering from childbirth, a relative or household member, documented by a physician, the condition has caused or is likely to cause the employee to take leave without pay or to terminate employment, the employee may request the use of Leave days to be donated by another employee.
Relative means a spouse/significant other, child, stepchild, grandchild, grandparent, aunt, uncle, stepparent or parent. Household member means one who resides in the same home as the employee and who shares a duty to provide financial support with the employee.

An employee requesting donated days must first provide the Human Resources Department with a Request for Donated Leave Form, statement of need indicating why donated leave is needed, a HIPAA (Health Insurance Portability and Accountability Act) release of information form and a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
In the event that all available leave including sick, sick bank, personal, vacation, compensation time, excessive/extended leave and donated leave have been exhausted the employee will be placed on an automatic sick leave of absence without pay for the remainder of the school year. At that time they will no longer be eligible for leave sharing.

An employee may obtain up to 60 days of shared leave per school year. The Superintendent or their designee may grant an extension beyond the 60 day limit in extenuating circumstances.

Employees desiring to donate days shall complete a written authorization transferring the days to the ill or injured employee.

Employees may donate any amount of leave which does not cause the donating employee's accumulated leave balance to fall below the yearly amount afforded to them per the negotiated agreements or support handbook.

Shared leave may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

- The employee receiving donated days is to receive his or her normal rate of pay.

- Shared leave usage records shall be maintained separately from regular or sick bank leave records.
- Any donated leave which is not used shall be returned to the donating employee(s) on a prorated basis.
- Sick Bank Days may not be donated.
- All donations are anonymous; the recipient cannot be told who gives them sick days.
- Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

The Board of Education delegates initial decision making authority pursuant to 70 OK Stat Section 6-104.6 (C)(1) to the Superintendent or their designee as the determining body as to whether the employee meets the criteria above and has previously abided by District leave policy. The Superintendent, acting as Board designee, will make the decision which may be appealed to the Board.

Support Employees must be employed by MPS for one consecutive year before being eligible to access the Employee Leave Share Policy. Probationary Support Employees are not eligible for the Employee Leave Share Policy.

8. Longevity Incentive

An incentive stipend for support employees who have been in Mustang Public Schools for 5 (five) consecutive school years or more, as listed below, will be paid on the last November paycheck each school year. Upon initial implementation, the most recent previous milestone year, as dictated below, will be recognized. This payment is not recurring; it will be paid once at the achievement of the next listed milestone year. (This replaced the attendance incentive and begins for the 25-26 school year.)

5 years of continuous service	-	$100
10 years of continuous service	-	$200
15 years of continuous service	-	$300
20 years of continuous service	-	$400
25 years of continuous service	-	$500
30 years of continuous service	-	$600
35 years of continuous service	-	$700
40 years of continuous service	-	$800
45 years of continuous service	-	$900
50 years of continuous service	-	$1,000

Section C: Fringe Benefits

1. Teacher Retirement

New employees that work 4 or more hours will be enrolled in the Teachers Retirement System of Oklahoma (TRS), which will be paid by MPS.

MPS employees hired prior to July 1, 2006, who chose to receive the seven (7) percent in salary, may continue to receive the seven (7) percent, until which time the employee decides to join TRS.

Beginning with the 2013-14 school year Teacher Retirement is changing the calculation for a full year of service: for an employee to receive one (1) year experience toward teacher retirement that employee must work the length of their contract, i.e. if you have a 240 day contract then you must work 240 days in lieu of any paid leave to receive a year's credit. Anything less than that will be on a prorated basis. (You may use

sick, bereavement, vacation, or personal leave that you may have to account for the days worked. But if you have salary docked days, these will not count toward your service credit).

TRS has a handbook available regarding the retirement benefits and laws affecting retirement. To obtain the handbook, contact TRS at (405) 521-2387. TRS is located at 2500 North Lincoln Boulevard, Oklahoma City, in the Oklahoma State Department of Education building. You may also access Oklahoma Teachers Retirement System website at: http://www.ok.gov/TRS

2. Life Insurance

Life Insurance MPS pays a life insurance policy for each support employee who works a minimum of twenty (20) hours per week. The employee selects the beneficiary.

Age	Amount Paid
Up through 69	$15,000.00
70 - 74	$ 9750.00
75 – 100+	$ 7500.00

3. Section 125: Flexible Spending Plan

Section 125 – Flexible Spending Plan Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis. The plan also offers dependent day care expense reimbursement and major medical expense reimbursement through pre-taxed payroll deductions. A third-party administrator handles employee claims made on these accounts. Enrollment in this program is effective January through December of each year. Employees may enroll in this program during open enrollment period or within thirty (30) days of initial employment. During open enrollment, all employees must meet with a representative to accept or reject participation.

4. Activity Pass for School Events

Activity Pass for School Events Each employee (and one guest) will be entitled to free admission to all home athletic events except tournament or state play-off events by using the school ID badge. Employee calendars are located on the school district website.

5. Break Time

Non special education elementary grade level Paraprofessionals shall receive one fifteen (15) minute break out of the classroom during their workday, in addition to their lunch break.

Mustang Public Schools will comply with work breaks as set forth in the Fair Labor Standards Act.

Section D: General Information

1. Child Nutrition

Child Nutrition Approved uniforms and shoes are mandatory for all Child Nutrition personnel. Child Nutrition Department shall reimburse the employee for other mandatory items, not to exceed $150.00 per year, providing the employee provides proper receipts and documentation. Payment will be made by June. Receipts for reimbursement must contain:

- date of purchase - current school year date
- establishment name
- itemized description of goods purchased
- cost per item and total amount of money spent

Support employees who obtain certification required for certain positions must submit the necessary paperwork to the personnel office before the pay change occurs. The deadline to submit the certification is on or before November 1st for the Fall Semester and March 1st for the Spring Semester. Any information received after the above deadlines will not be addressed until the following semester.

Cafeteria Supervision for Outside Activities Follow the guidelines in the District Use of Facility Policy #2030.

2. Transportation Department

The Director of Transportation will determine the routes and starting times. Drivers will report fifteen (15) minutes prior to route start time.

Regulation: Any support employee that is transporting students and/or driving a school vehicle may be subject to a motor vehicle record check and random drug testing.

Individuals hired by the transportation department whose main job function is that of a driver must earn their CDL within sixty (60) work days or face potential disciplinary action, up to including termination.

Bus Drivers driving activity trips during the Summer shall be paid $16.51 per hour.

3. Maintenance/Custodial Department

Trade employees successfully renewing their annual Journeyman or Contractor trade license with the State of Oklahoma will be paid a stipend through payroll to cover the cost of the license. Trade employees who successfully test and pass the State of Oklahoma Journeyman or Contractor license for their trade will receive a stipend through payroll for the costs of the testing and license.

To receive compensation, a copy of the license must be on file in the employee's personnel file in the HR office. Any employee who is required to work during a legal holiday weekend will receive time and a half of his/her regular rate of pay.

Mustang Public Schools shall reimburse Mechanics up to $300.00 per year for the purchase of steel toe boots, provided the employee provides proper receipts and documentation within 10 business days of purchase. Mechanics will be reimbursed for up to $250.00 for ASE Certification.
Receipts for reimbursement must contain:

- date of purchase - current school year date

- establishment name
- itemized description of goods purchased
- cost per item and total amount of money spent

Mustang Public Schools shall reimburse Certified License Trades Employees and Maintenance Employees up to $300.00 per year for the purchase of pants and shoes, provided the employee provides proper receipts and documentation within 10 business days of purchase.
Receipts for reimbursement must contain:

- date of purchase - current school year date
- establishment name
- itemized description of goods purchased
- cost per item and total amount of money spent

Mustang Public Schools shall reimburse Custodians up to $100.00 per year for the purchase of nonslip shoes.

4. Working Conditions

a. Health and Safety

The Board shall strive to maintain healthy and safe working conditions at each work site in compliance with all applicable city, state and federal regulatory agencies.

All new support employees shall be provided, within thirty (30) days of initial employment, a basic safety orientation applicable to their particular job duties.

Support employees who perceive that an unsafe or hazardous condition exists shall immediately notify their immediate supervisor who is authorized to take action.

Support employees shall be covered by Workers Compensation in accordance with Oklahoma Law.

Support employees who perceive that their person or property is being threatened or harassed for reasons connected with their assignments should immediately contact their immediate supervisor.
Each support employee while in the performance of duty shall be covered by the Workers Compensation Act. If a support employee who is unable to continue the performance of his\her job responsibilities and duties as a result of injury sustained in the reasonable performance of his\her duties from:

- Assault by a pupil, relative of a pupil or person of the pupil's household, &/or coworkers
- Injury sustained as a result of quelling or attempting to quell or stop a fight, disorder or any disturbance related to a school function or activity

Support employees injured on the job and their supervisor must notify the Chief Operations Officer as soon as possible after the injury occurred.

When an employee is injured by a student and receiving Worker's Compensation, Mustang Public Schools will ensure the employee experiences no loss in pay and no loss in leave for a maximum of

twelve (12) calendar months or until the termination of Worker's Compensation coverage. After the twelve-month period ends, the employee will only be covered by Worker's Compensation coverage.

After the initial days of absence (# of days of sick leave is established by worker compensation law), a support employee injured on the job will receive worker's compensation benefits without the need to utilize accumulated sick leave. The employee shall receive workman's compensation for the remainder of the contract year or as dictated by law.

Employees assigned to settings where physical intervention or aggressive behaviors are reasonably anticipated shall receive appropriate training. If a support employee feels he/she are not equipped with needed equipment to fulfill their job requirements they are to report these concerns to their direct supervisor as soon as possible. Employees shall not be retaliated against for reporting injuries or unsafe conditions.

5. Overtime and Compensation Time

Overtime Provisions: The FLSA requires that an employer must pay all nonexempt employees time and one-half their regular rate for all hours worked in excess of 40 hours in a seven-day workweek. For example, if a nonexempt employee works 45 hours one week and 35 hours the next week, the employee will be paid one and one-half times the regular rate for five hours of overtime in the first week or shall be provided 7.5 hours of compensatory time. Compensation hours include all the time that an employee is required to be on duty, either at school or at a workplace for the employer, and all times that the employee is permitted to work. This includes time during which an employee is required at school functions, meetings, or training activities. It may also include time spent traveling on work-related business. Also included is time an employee voluntarily works before or after the regular work shift if "suffered or permitted" by the employer. Vacation and sick leave hours are not counted as hours worked even though they are paid hours. Lunch breaks where the employee is completely relieved of his or her duties for at least 30 uninterrupted minutes and breaks of at least 20 uninterrupted minutes also are not counted as hours worked. Because of the overtime provision, nonexempt employees should not work overtime unless they are specifically authorized to do so by their supervisors. Lunch breaks must be taken by all nonexempt employees as per the schedule created by the administration. Nonexempt employees will not be allowed to start work before their regularly scheduled time and must stop working at their regularly scheduled stopping time unless permission to work overtime has been obtained from their supervisor(s) as per district policy.

Section E: Compensation

1. Salary (See Appendix)

a. Placement on Salary Schedule

Placement on the Step Scale does not correlate solely with years of experience. An employee is placed on the appropriate step based upon qualification, work experience, certifications, education, supervisor recommendation and approval of the HR Executive Director. All eligible Support Employees shall advance one step on the salary schedule for the 24-25 school year.

b. Contract Extension

When an administrator deems it necessary that a support employee work more than the days contracted, the administrator, with the approval of the Executive Director of Human Resources may

extend said support employee's contract, with the support employee agreeing to the extension. When an extension is granted in his/her contracted position, all salary and benefits applicable to the extended position shall apply.

c. Travel Reimbursement

Each support employee required by assignment to travel from building to building during the school day and not already or otherwise compensated, may be paid for the use of a personal automobile if pre-approved by the employee's supervisor. Compensation shall be calculated on the current prevailing IRS per-mile rate unless in conflict with current board policy. See Mustang Public Schools Board Policy #2306. Any assignments requiring mileage reimbursement must have prior authorization from the personnel office and of the administrator from whose budget the support employee is paid.

When a support employee reports to his/her regular assignment and is directed by an administrator to go to another location to work that day, said employee will be reimbursed for mileage as provided above. In such cases the reassignment by the administrator shall be considered as prior authorization for mileage reimbursement.

d. Campus Based Support Employee Class Coverage

When a campus based support employee is required to cover a class of students for a full day, the employee shall receive twenty dollars ($20) in addition to his/her regular pay, or ten dollars ($10) for a half day.

2. Payroll Deductions (Association Dues)

The Board of Education shall, upon authorization from the support employee, make arrangements for payroll deductions for Mustang Education Support Professionals dues, annuities, school approved health insurance, life insurance, cancer insurance, vision insurance, dental insurance, and other district approved deductions, and any other changes as deemed necessary when proper notification is made with the earlier of, at least two (2) weeks prior to the next payroll date or cutoff dates as set by EGID or the Human Resources Department.

Support Employees wishing to cancel any part of their payroll deduction options may do so by giving notice in writing to the certified payroll clerk of the district at least two (2) weeks prior to the next payroll date or official dates as set by the State Department or Personnel, whichever is earlier. No changes may be made after May 1, until the following school year. The Mustang Public Schools Administration shall provide for continuing payroll deduction for membership in NEA/OEA through the payroll office. Upon receipt of such a request, the payroll department will terminate or initiate any future payroll deductions of the requesting school employee to MESP. If the request is to terminate a deduction, the payroll department will not make any advance payments to MESP 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.

Section F: Association Rights/Privileges

1. **Distribution of Negotiated Agreement**

The Negotiated Agreement shall be posted on the Mustang Public Schools website.

2. **Right to representation**

Support Employee Rights - No support employee shall be harassed or discriminated against by the Superintendent or any other administrative officer of the district or by the certified or support organization, its officers or any member thereof because of the exercise or non-exercise of his/her rights as guaranteed by any article covered in this contract. It shall be prohibited for a support employee organization, support employee or employer, to impede, restrain, or coerce a support employee or support employees in the exercise of his/her rights guaranteed by Sections 509.1 through 509.10 of Oklahoma State Law.

3. **Association Communications with Employees**

School Mail
MESP shall be permitted use of the district school email system, mail system and employee mailboxes for the purpose of internal communications.

School Email
Email shall be available between the MESP President, MESP Officers and the MESP Building Representatives.

School Bulletin Boards at each work site
The Association will be allowed to use bulletin board space in each teachers' lounge for posting of material.

4. **Availability of Information**

Upon written request, the Board shall make accessible to the Association any compiled public information necessary for administration of this contract

5. **Association Leave**

The Board shall grant seven (7) days leave to the Association to send its representatives to local, state, or national conferences, meetings, or workshops, or to conduct other business pertinent to Association affairs. In addition to the seven (7) days granted to the Association by the Board of Education, upon request and approval by the Superintendent, or his/her designee, the Board shall grant the Association an additional four (4) days of leave for the aforementioned reasons. Representatives of the Association shall be excused from their normal duties, without loss of pay. A written request for such leave shall be submitted to the Superintendent or their designee. If a substitute is required the cost of the substitute will be paid by MESP.

6. **Use of Facilities for a Meeting**

The Association may be allowed to use the school buildings for general membership meetings when the following provisions are met:

- The President of the Association or his/her designee shall file a written request with the building principal. Such requests will include date, time, place, and a brief description of the activity to be conducted.
- Upon determining that the granting of said request and conducting of the activity will not interfere with or interrupt school operations, the building principal will recommend approval or denial of the request to the Board of Education. The Board of Education will then make the final decision in the matter.
- Small group or committee meetings shall be excluded from the above requirements. However, verbal or written notice to the building principal or his/her designee shall be required.
- When special custodial services are required, the Board may make a reasonable charge for such services.

Section G: Grievance Procedures

The purpose of this procedure is to secure the lowest possible level equitable solutions to a claim of contract violation by the grievant.

1. Definitions

- A “grievance" is a claim by an education support employee that there has been a violation, misinterpretation, or misapplication of the terms of this Negotiated Agreement that has affected that employee or employees.
- The "grievant" is the employee making the claim.
- The "party in interest" is the employee or any person who might be required to take action or against whom action might be taken to resolve the claim.
- “Days" except where otherwise indicated shall mean working days.

2. Procedure

a. Informal Resolution

An employee with a grievance shall first discuss the grievance individually with his/her supervisor within fifteen (15) days of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made, “except a notation of the time and date of the incident so that a timeline will be established". At the request of the support employee a representative of the Association may be present at the informal resolution meeting. Any support employee who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his or her immediate supervisor within fifteen (15) days of the alleged violation or within fifteen (15) days after the informal discussion of the alleged violation.

b. Level I

If the grievant is not satisfied with the disposition of his/her grievance through Informal Resolution, he/she may file the grievance within five (15) days of the level one meeting with his/her supervisor citing the article and section alleged to have been violated and the specific remedy sought. The supervisor shall schedule and hold a formal meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting. Persons present at this meeting will be the grievant, and if the grievant so

desires, a representative of his/her own choosing, and the immediate supervisor and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.

c. Level II

If the grievant is not satisfied with the disposition of his/her grievance at level one, he/she may file the grievance within five (5) days of the level one response with the Executive Director of Human Resources. The Executive Director of Human Resources or his/her designee shall schedule and hold a meeting within five (5) days after the receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

d. Level III

If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within five (5) days of the level two response with the superintendent or designee. The superintendent or designee shall schedule and hold a meeting within five (5) days after the receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting. The Superintendent, or his/her designees, who shall act as a Hearing Officer, shall schedule and hold a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his/her own choosing, and witnesses. The Superintendent, or his/her designees, shall be free to admit any testimony, evidence, or exhibits deemed relevant or to exclude same in order to build as complete a record as necessary before rendering a decision. The Superintendent, or his/her designee, shall limit his/her decision to the facts as presented by the parties in interest and the impact on, or conflict with is agreement.

e. Level IV

If the grievant is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within the five (5) days of the level three response for transmittal to the Board. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as Hearing Officer at the Level III Hearing. Within five (5) days after submitting the written appeal, the grievant and the hearing officer of the Level III appeal shall each submit to the Board a narrative together with copies of any exhibits or documents introduced at the Level III Hearing. Each party shall furnish the other party copies of all materials furnished to the Board as soon as they are available. The Board of Education shall set a Level Ill Hearing on the Agenda of a regular scheduled Board Meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held within a reasonable time after the receipt of the appeal and supporting material. Persons present at the hearing will be the grievant and if the grievant so desires, a representation of his/her own choosing and witnesses for the grievant, the grievant immediate supervisor, and a representative of his/her own choosing. At the conclusion of the hearing the Board shall give its decision by vote of the members present, and transmit its written decision and reason(s) within five (5) working days to the grievant, the MESP President or his/her designee, and the respondent.

Designated supervisors for employees by employment category are as follows:

Custodial

Informal -- Head Custodian Custodial Supervisor /Building Administrator
Level I -- Building Administrator/Custodial Supervisor/ Dir of Operations
Level II -- Exec. Dir of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Crossing Guards
Informal -- Assistant Principal
Level I -- Principal designee/Exec. Dir of Human Resources
Level II --Exec. Dir of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Mechanics
Informal -- Transportation Supervisor/ Assistant Directory
Level I -- Assistant Director/ Director of Transportation
Level II -- Exec. Dir of Human Resources
Level III --Superintendent or designee
Level IV --Board of Education

Campus Administrative Assistant
Informal -- Building Administrator
Level I -- Building Administrator
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Central Office Employees and Others
Informal -- Immediate Supervisor
Level I -- Immediate Supervisor/Dir of Department
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Child Nutrition
Informal -- Child Nutrition Supervisor/ Cafeteria Manager
Level I -- Child Nutrition Supervisor/Child Nutrition Director
Level II -- Executive Director of Human Resources
Level III --Superintendent or designee
Level IV -- Board of Education

Bus Driver/Monitor
Informal --Transportation Assist Dir /Director of Transportation
Level I -- Transportation Assist Dir /Director of Transportation
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Maintenance
Informal -- Maintenance Supervisor
Level I -- Director of Facilities/District Operations
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Skilled Trades

Informal --Skilled Trades Supervisor
Level I -- Skilled Trades Supervisor/Director of Facilities/District Operations /
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Technology
Informal -- Technology Supervisor/Director of Technology
Level I -- Director of Technology
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Teacher Assistant/Paraprofessional/Media Assistant
Informal --Media Specialist/Building Administrator
Level I --Building Administrator
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

Nurse Assistant
Informal -- Head Nurse/Building Administrator
Level I -- Exec Director Special Education
Level II -- Executive Director of Human Resources
Level III -- Superintendent or designee
Level IV -- Board of Education

3. Grievance Process

- The Association may file a grievance as the "grievant" on alleged violations of the article pertaining to Association Provisions at the appropriate level giving rise to the grievance.
- Decisions rendered at levels I, II, III, and IV of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted to all parties of interest and to the Association.
- The grievant shall have the sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
- If meetings and hearing involving the grievance procedure are held during support employee's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of time or pay
- Necessary forms for the filing of grievances shall be mutually agreed upon by the Association and the Board and shall be made a part of this agreement.
- No reprisals shall be taken against the grievant, any witness, or other party in interest of the grievance procedures by reason of such participation. Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed acceptance of the decision at that level.
- If the time limits are not met, the grievant shall have the right to appeal the complaint to the next level.
- Nothing in this contract shall prohibit the Association from meeting informally with the administration concerning a potentially grievable situation.

All meetings and hearings, with the exception of those at level IV, under this procedure shall not be conducted in public and shall include only parties in interest and their selected representatives. 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.

Failure in any step of the procedure to communicate the decision to the grievant within the specified time limits shall permit the grievant to appeal to the next level.

Board Approved: 8-10-26