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2017 – 2018

NEGOTIATED AGREEMENT

Between The

EL RENO PUBLIC SCHOOLS

And The

**EL RENO EDUCATION
SUPPORT PROFESSIONAL
ASSOCIATION**

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2017–2018 NEGOTIATED AGREEMENT
EDUCATION SUPPORT PROFESSIONAL ASSOCIATION
EL RENO PUBLIC SCHOOLS

ARTICLE I – GENERAL CONTRACT PROVISIONS

Section 1. – Contract Reference

This Agreement shall be incorporated by reference into each education support employee’s individual contract with the same force and effect as though fully set forth therein.

Section 2. – Printing and Distribution of Negotiated Agreement

The cost of printing the negotiated agreement shall be shared equally by the Association and the Board. The Board shall be responsible for typing and preparing the Agreement for printing. The Agreement shall be printed in the school facilities or elsewhere by mutual agreement. Sufficient copies will be printed to provide a copy of the Agreement to each education support personnel, administrator and Board member, and an additional ten (10) copies for the Board and ten (10) for the Association. Copies shall be available for distribution within thirty (30) days, and posted digitally to the El Reno Public Schools website.

Section 3. – Savings Clause

Should any part of this agreement be declared illegal by statute or a court of competent jurisdiction, said part shall be automatically deleted from this agreement to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement, if not effected by the deleted part. At the request of either party, negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

Section 4. – Payroll Deductions

Each education support employee may, upon written authorization, initiate the following payroll deductions:

- a. Board approved insurance programs
- b. Oklahoma Educators Credit Union, Rock Island Credit Union, Federal Corrections Credit Union
- c. El Reno ESPA/OEA/NEA dues
- d. Annuities
- e. Other items as approved by the El Reno Board of Education.

Education support employees wishing to change parts of their payroll deductions may do so by giving written notice to the payroll clerk by the fifth of the month prior to the next payroll date. Payroll deduction options placed in the district’s 125 plan shall be only changed in accordance with the regulations of the Plan.

Section 5. – Use of School Buildings/Mail

A. Any Association shall be permitted to use school facilities before or after the workday for general membership and/or Association committee meetings, upon arrangement with the building Administrator.

B. An Association representative shall be permitted to distribute information by placing it in the school mailboxes and shall provide a copy to the building Administrator.

1. Such materials shall not suggest, urge or propose any action by the employee to violate, ignore, or resist any terms of this agreement, administrative regulation or policy.

2. Political campaign material other than that directly related to the internal politics of the Association may not be placed in mailboxes by the Association.

1
2 **Section 6. – Association Placement on Board Meeting Agenda**

3 The Association upon request shall be provided a space on the agenda to address the
4 Board for the purpose of providing information on matters of concern, except any matter currently
5 in grievance. The Association shall make such a request in writing to the Superintendent prior to
6 the preparation of the agenda.
7
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10 **Section 7. – Availability of Information**

11 The Board clerk shall make available to the Association a copy of the official agenda for
12 each Board meeting on the same day such copies are made available to Board. The Board clerk
13 shall make available to the Association copies of the minutes of each Board meeting at the same
14 time such copies are made available to the Board.
15
16
17

18 **Section 8. – Association Leave**

19 The Board shall provide the Association with a total of twelve (12) days to use for leave
20 which deals with the Association's direct responsibilities with the state and national affiliation.
21 The leave shall be provided without loss of pay. Association leave will be designated by the
22 president of the Association. The Association shall provide the Administration a summary of days
23 used under this agreement upon request. Requests for additional days at the Association's
24 expense may be made to the Superintendent.

25 The Association requests one-half (1/2) days every other week for Association
26 Presidential leave. This leave would be above the twelve (12) days already granted by contract
27 for Association leave. The Association agrees to exclude weeks before and after a holiday, the
28 week after school begins and the last week of school, and short weeks. The president will make
29 arrangement with the building principal or his/her immediate supervisor for the leave. The
30 Association further agrees to pay for a substitute if one is hired. This agreement is for the term of
31 one year and is open to future negotiations.
32

33 **ARTICLE II – CONDITIONS OF EMPLOYMENT**

34
35 **Section 1. – Notification of Employment**

36 The district will provide reasonable assurance in writing to support employees that the
37 district intends to employ for the subsequent school year no later than ten (10) days after the
38 effective date of the education appropriation bill or by June 1, whichever is later.
39
40

41 **Section 2. – Suspension, Demotion or Termination**

42 The El Reno Board of Education has adopted the following procedure for the suspension,
43 demotion or termination of support personnel in accordance with Title 70 of Oklahoma Statutes,
44 Sections 6-101.40 through 6-101.47.

45 For the purpose of this policy "support employee" means a full-time employee as
46 determined by the standard period of labor which is customarily understood to constitute full-time
47 employment for the type of services performed by the employee who is employed a minimum of
48 one hundred seventy-two days and who provides those services which are not performed by
49 certified teachers, principals, superintendents or administrators and which are necessary for the
50 efficient and satisfactory functioning of a school district.

51 No support employee who has been employed in the school district for more than one
52 year may be suspended, discharged, or non-renewed except within the provisions of this policy.
53 However, this policy shall not be construed to prevent layoffs or reductions-in-force for lack of
54 funds or work.
55

1 When the immediate suspension of a support employee is in the best interest of the school, the
2 superintendent or the superintendent's designee may temporarily suspend the employee with pay
3 without notice or hearing. If an employee is suspended for a period exceeding ten (10) days, the
4 superintendent shall initiate termination proceedings. However, in a case involving a criminal
5 charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall
6 prevent proceeding against the employee for termination of employment during or after the
7 suspension.

8 Prior to demotion, termination or non-renewal and after any suspension, the support
9 employee shall receive an administrative notice by certified mail of a proposed demotion in status
10 or release from employment. The notice shall inform the employee of the employee's right to be
11 heard before a support personnel committee and, if desired, before the board of education, to
12 protest the demotion or termination at hand. The committee shall consist of one (1)
13 officer/representative of the El Reno Education Support Personnel Association, two (2) support
14 employees from an assigned area different from the employee requesting the hearing and one (1)
15 administrator not involved in the employment decision. The meeting will be held in private and not
16 open to the public.. The support employee must request a hearing within ten (10) days of the
17 postmarked notice or be deemed to have waived his or her right to a hearing. Distribution of this
18 policy to support personnel, verified by employee signature, shall serve as notice that such
19 employees are entitled to a hearing before final termination of employment. Employees will be
20 notified by certified mail of board actions to demote or terminate employment.

21
22 In the event that the support committee's decision is not satisfactory to the support
23 employee in question, the employee may request a hearing at the next or next succeeding,
24 regularly scheduled meeting of the board of education if the request is received by the clerk of the
25 board at least 10 days prior to such meeting. However, a special meeting may be conducted at
26 the discretion of the board of education, but no sooner than 10 days nor later than thirty (30) days
27 after receipt of the hearing request. The decision of the board shall be final.

28 The procedures of this policy only protect employees who have been employed more
29 than one year immediately preceding adverse employment action and are suspended or
30 discharged during a contractual period of employment, or are non-renewed.

31 In accordance with Title 70 of the Oklahoma Statutes, Sections 6-101.40 through 6-
32 101.47, the board hereby adopts the following causes for suspension, demotion, termination or
33 non-renewal of support personnel.

- 34 1. Leaving work station without authorization prior to lunch periods or end of work day.
- 35 2. Excessive unexcused absenteeism.
- 36 3. Chronic absenteeism for any reason.
- 37 4. Excessive tardiness.
- 38 5. Persistently wasting time or distracting others during working hours.
- 39 6. Leaving work area during working hours without proper notification and permission.
- 40 7. Falsification of personnel or other records (personal or another employee's records).
- 41 8. Possession of weapons on the premises at any time.
- 42 9. Removing district property, records, or confidential information from premises without
43 proper authority.
- 44 10. Willful abuse, misuse, defacing, or destruction of district property, including tools,
45 equipment, or other property of other employees.
- 46 11. Theft or misappropriation of property of employees, students, or of this district.
- 47 12. Sabotage.
- 48 13. Refusal to follow instructions of supervisor.
- 49 14. Refusal or failure to do work assignment.
- 50 15. Unauthorized operation of vehicles, machines, tools, or equipment
- 51 16. Threatening, intimidating, coercing, or interfering with employees or supervisor at any
52 time.
- 53 17. The making or publishing of false, vicious, or malicious statements concerning any
54 employee, supervisor, or the district.
- 55 18. Creating or contributing to unsanitary conditions.
- 56 19. Practical jokes injurious to employee's or district's property.

- 1 20. Possession, consumption, or reporting to work under the influence of alcohol, non-
- 2 prescribed drugs, or controlled substances.
- 3 21. Creating disturbances on the premises at any time.
- 4 22. Disregard of known safety rules or common safety practices.
- 5 23. Unsafe operation of motor-driven vehicles.
- 6 24. Operating machines or equipment without safety devices provided.
- 7 25. Gambling, lottery, or any other game of chance on district property.
- 8 26. Unauthorized distribution of literature, written, or printed matter of any description of
- 9 district property.
- 10 27. Posting or removing notices, signs, or writing in any form on bulletin boards of district
- 11 property at any time without specific authority of the administration.
- 12 28. Poor workmanship.
- 13 29. Immoral conduct or indecency including abusive and/or foul language.
- 14 30. Making or receiving personal telephone calls during working hours, except for
- 15 emergencies.
- 16 31. Walking off the job.
- 17 32. Continued poor or negative attitude while on the job, including poor relationship with
- 18 other staff or students.
- 19 33. Smoking in unauthorized area or at unauthorized time.
- 20 34. Failure to dress appropriately for work assignment.
- 21 35. Refusal of job transfer within the district when transfer does not result in demotion.
- 22 36. Abuse of rest periods or meal period policies.
- 23 37. Insubordination of any kind.
- 24 38. Violation of any district rule or policy.
- 25 39. Violation of any administrative rule or order.
- 26 40. If it is in the best interest of the school district, any support person may be
- 27 suspended, demoted, or terminated.
- 28 Violations of any of the above may lead to the suspension, demotion, or termination of
- 29 the support employee.

30
31 REFERENCE: 70 O.S. 6-101.40, et seq.

32 CROSS REFERENCE: Policy DC, Employment Practices

33 34 **Section 3. – Personnel Files**

35 At the time of initial employment, each support employee shall file with the district prior to

36 the first day of employment a complete employment history and a complete record of education.

37 For the benefit and use of the school district and of the employee, the district will maintain

38 a complete, up-to-date personnel file in the superintendent's office.

39 Every employee, or upon written authorization, the employee's designee, shall be

40 allowed to inspect his or her personnel file at any time in the presence of a staff member of the

41 superintendent's office. The employee is entitled to receive a copy of any documents contained

42 therein with the employee receiving the first copy at no cost and paying the cost of reproduction

43 for additional copies.

44 Material that may adversely affect employment status and/or other negative material may

45 not be placed in an employee's official file until the employee has had the opportunity to read the

46 material and to sign and date the actual copy to be filed. The employee shall receive a copy of

47 said material, at no cost to the employee, at the time of filing. The employee shall have the right,

48 within ten (10) working days, to affix a written response to said material which could be conceived

49 as untrue or unfair. The employee shall have the right to grieve such material before it is added

50 to the official file.

51 Access to the employees file will be limited to: the employee or employee's designee, district

52 employees who have a need to review the file in order to complete a job responsibility, members

53 of the Board of Education, public agencies upon official request, otherwise as required by law.

54 Upon request of the employee and recommendation of the current Superintendent, the

55 Board may remove documentation from an employee's personnel file.

1 This section of the contract does not include those employees who are employed on a
2 temporary basis.

3
4
5 **Section 4 – Admission To School Events**

6 ***All staff members shall be provided with an identification pass which shall admit***
7 ***the employee and immediate family members accompanied by the staff member to all***
8 ***school events. Immediate family members shall be defined as spouse and school-age***
9 ***children living in the household. These passes are not recognized at OSSAA playoff***
10 ***events that could be held in El Reno. Passes shall not be used for fundraisers, banquets***
11 ***or other similar activities.***

12
13 **Section 5 – Employee Protection**

14 A. Any incident of assault, battery, or assault and battery upon an employee by a student,
15 patron, or school employee shall be reported to the principal immediately. The principal is
16 authorized to take whatever actions as are necessary to protect employees and others from
17 assault, battery, or assault and battery.

18 B. If an employee is assaulted or battered by a student, patron, or school district employee,
19 the employee shall be informed of any actions taken by the District and shall be informed if that
20 individual is subsequently granted access to the school site by the administration.

21 C. Support employees injured while in the performance of their duty as a result of an assault
22 and/or battery shall continue to receive their full salary including fringe benefits. Any worker's
23 compensation benefits received by the employee shall be refunded to the school district. Such
24 absences shall not be charged to sick leave benefits; they will count as active days for experience
25 purposes. The employee shall be reinstated whenever medically able.

26
27 **Section 6- Employee Uniforms**

28 A. All maintenance, custodial and utility department employees, following their probationary
29 period, will be issued employee uniforms at no cost to the employee. All maintenance,
30 **custodial** and utility department employees will be required to wear their school uniform
31 while on the clock.

32
33 **ARTICLE III – LEAVE PROVISIONS**

34
35 **Section 1. – Sick Leave**

36 Leave shall be recorded in increments of hours (or minimum increments of quarter
37 hours). Portions of quarter hours shall be recorded as a full quarter hour.

38
39 A. The Board shall provide each staff member twelve (12) days of sick leave each year for
40 use in case of personal accidental injury, illness, or pregnancy, or accidental injury or illness in
41 the immediate family. "Immediate family" shall be defined as a spouse, children, step-children,
42 parents, step-parent, grandparents or grandchildren of the employee. Staff members on eleven-
43 month contracts will receive eleven (11) days each year, and those on twelve-month contracts will
44 receive twelve (12) days each year. Employees retiring from the district and with a minimum of 5
45 years of service in the district shall be eligible to receive compensation for accumulated unused
46 sick leave up to a maximum of one hundred (100) days, at a rate of ½ non-certified substitute
47 pay. The employee shall be given consideration of compensation when placement of official
48 notification of retirement is received by the administration. Unused sick leave days used for the
49 purpose of retirement are not eligible for this compensation.

50 B. Unused sick leave days may accumulate to a maximum of one hundred (100) days.

51 C. Following the fifth consecutive day of sick leave, a supervisor may request a medical
52 verification of the medical condition necessitating the leave.

53 D. If after exhausting accumulated leave, a staff member is absent due to personal
54 catastrophic illness or injury, the staff member shall be eligible to apply for days from the
55 Sick Leave Sharing Program in accordance with the provisions of the Program.

- 1 E. If, after utilizing the Sick Leave Sharing Program or after exhausting all accumulated
2 leave, a staff member is absent due to personal accidental injury, illness, or pregnancy,
3 the staff member shall receive, for a period of not to exceed twenty (20) days, his/her full
4 contract salary less the amount actually paid a certified substitute if one is hired or
5 normally paid a substitute if one is not hired.
6
7
8

9 **Section 2. – Sick Leave Sharing Program**

10 The Board and the Association agree to establish a Sick Leave Sharing Program to allow
11 employees to donate sick leave days to other employees in the school system when the need
12 arises. District employees may donate sick leave to a fellow employee who is pregnant or
13 recovering from or who is suffering from or who has a relative or household member suffering
14 from an extraordinary or severe illness, injury, impairment, or physical or mental condition which
15 has caused or is likely to cause the employee to take leave without pay or to terminate
16 employment. The sick leave sharing shall be subject to the following conditions:

17 A. Definitions:

- 18 1. "Relative of the employee" means a spouse, child, stepchild, grandchild,
19 grandparent, stepparent, or parent of the employee.
20 2. "Household members" mean those persons who reside in the same home, who
21 have reciprocal duties to and do provide financial support for one another. This
22 term shall include foster children and legal wards even if they do not live in the
23 household. The term does not include persons sharing the same general house
24 when the living style is primarily that of a dormitory or commune.
25 3. "Severe" or "extraordinary" means serious, extreme, or life-threatening including
26 temporary disability resulting from pregnancy, miscarriage, childbirth and
27 recovery there from; and
28 4. "District employee" means a teacher or any full-time employee of the school
29 district.

30 B. A district employee may be eligible to receive shared leave pursuant to the following
31 conditions:

- 32 1. The Board of Education determines that the employee meets the criteria
33 described in this section; and
34 2. The employee has abided by district policies regarding the use of sick leave.

35 C. A district employee may donate annual leave to another district employee only pursuant
36 to the following conditions:

- 37 1. The receiving employee has exhausted, or will exhaust, sick leave earned
38 pursuant to Section 6-104 of Title 70 of the Oklahoma statutes due to pregnancy,
39 miscarriage, childbirth and recovery there from, an illness, injury, impairment, or
40 physical or mental condition, which is of an extraordinary or severe nature and
41 involves the employee, a relative of the employee, or household member;
42 2. The condition has caused, or is likely to cause, the employee to go on leave
43 without pay or to terminate employment;
44 3. The Board of Education of the district permits the leave to be shared with an
45 eligible employee;
46 4. The amount of leave to be donated and the amount of sick leave received is
47 within the limits set by the Board of Education of the district; and in this regard, it
48 is the current policy of the Board of Education that a donating employee's
49 balance, after donation, must be at least 10 sick days. No employee can donate
50 more than 60 sick days in any year, and no employee may receive more than a
51 total of 60 sick days in any year.
52 5. District employees may not donate excess sick leave that the donor would not be
53 able to otherwise take.
54 6. All other leave must be exhausted before application can be made.

- 1 D. The Board of Education shall require the employee to submit, prior to approval or
2 disapproval, a medical certificate from a licensed physician or health care practitioner
3 verifying the severe or extraordinary nature and expected duration of the condition.
- 4 E. Donated sick leave is transferable between employees of different school districts in the
5 state with the agreement of both boards of education of each school district.
- 6 F. The receiving employee shall be paid the regular rate of pay of the employee. The sick
7 leave received will be designated as shared sick leave and be maintained separately
8 from all other sick leave balances.
- 9 G. Any donated sick leave may be used by the recipient only for the purpose specified in this
10 section.
- 11 H. Any sick leave earned pursuant to section 6-104 of Title 70 of the Oklahoma Statutes
12 available for use by the recipient must be used prior to using shared sick leave.
- 13 I. Any shared sick leave not used by the recipient during each occurrence as determined by
14 the Board of Education shall be returned to the donor. The shared sick leave remaining
15 will be divided among the donors on a prorated basis based on the original donated value
16 and returned at its original donor value and reinstated to the annual leave balance of
17 each donor.
- 18 J. All donated sick leave must be given voluntarily. No employee shall be coerced,
19 threatened, intimidated, or financially induced into donating sick leave for purposes of the
20 leave sharing program.

21
22 **Section 3. – Personal Business Leave**

- 23 A. Each employee shall be granted five (5) days of personal business leave, the full amount of
24 which shall vest on the first work day of the employee's work year. Such leave shall be
25 without loss of pay. An employee beginning employment with the district after the normal
26 beginning of the work year for his/her position shall vest with the number of personal
27 business days calculated at a rate of one-half (1/2) day personal business leave per month
28 not to exceed five (5) days.
- 29 B. Except in emergency situations, and release to observe a family member's participation in a
30 school sanctioned activity, personal business leave and annual leave may not be taken
31 during the first five days prior to student arrival, the first five days of each semester and the
32 last five days of each semester unless approved by the superintendent or his designee.
33 Verification of the event and attendance may be required
- 34 C. Up to a maximum of five (5) personal business leave days not used shall convert to
35 cumulative sick leave at the end of the workday on June 30.

36
37 **Section 4. – Bereavement Leave**

- 38 A. Each employee shall be granted up to five (5) days leave for each death in the
39 immediate family (parents, father-in-law, mother-in-law, siblings, brother-in-law, sister-in-
40 law, spouse, children, grandparents, grandparents-in-law and grandchildren) without loss
41 of pay. If no workdays exist between the date the death occurs and the end of the fifth
42 day, no bereavement leave shall be granted. Verification of the event and attendance
43 may be required
- 44 B. When additional days are needed or when a death occurs outside the immediate family,
45 the employee may apply to the Superintendent for additional days.

46
47
48 **Section 5. – Job Injury Leave**

49 Employees who are unable to continue the performance of his/her job responsibilities as
50 a result of an injury sustained in the reasonable performance of their duties shall be paid in
51 accordance with the provisions of Workman's Compensation Insurance. An employee may utilize
52 accumulated sick leave, personal or emergency leave at the rate of three-tenths (3/10) of such
53 leave per day to the extent that the employee receives full wages during the absence from work.

54
55 **Section 6. – Leave of Absence**

- 1 A. Employees with at least three (3) years of service to the district may apply to the Board
2 for a one (1) year unpaid leave of absence. The employee must state that the reason for
3 the leave is not for the purpose of accepting other employment.
- 4 B. While on approved leave, employees shall be permitted to participate in district-
5 sponsored insurance programs with the employee paying the premium cost.
- 6 C. Applications for reinstatement for the ensuing year following a leave of absence must be
7 filed by March 1. If no such request is filed by that date, the employee will be deemed to
8 have resigned his/her position effective at the end of the current contract year.
- 9 D. Upon returning from an unpaid leave of absence, the employee will be assigned to the
10 same position he/she held prior to the leave if a vacancy exists, or to another position for
11 which the employee is qualified.

12 **Section 7. – Non-Chargeable Leave: Leave Without Pay and Unauthorized Absences**

- 13 A. If an employee is granted leave to attend a professional meeting or for a function directly
14 related to the operation of the school, there shall be no loss of pay.
- 15 B. If an employee believes that there is a need to be absent from work for any reason not
16 covered by an approved category of leave, or if the appropriate leave within a category
17 has been exhausted, an employee may request an unpaid leave from his/her supervisor.
18 If the leave is approved, an amount equal to one (1) day's pay will be deducted for each
19 day of such absence.
- 20 C. If the above leave is not approved, the employee may not be absent from his/her duties.

21
22 **Section 8. – Legal Process Leave**

23 Employees shall be granted leave to serve on a jury or as a witness subpoenaed in a
24 criminal, civil or juvenile proceeding. An employee serving as a juror or subpoenaed witness
25 shall be paid his/her contract salary.

26
27 **Section 9. – Vacation Leave**

28 Support employees assigned to twelve-(12) month positions shall be provided vacation
29 leave as follows:

30 Employees with less than five (5) years of continuous employment with the District shall
31 be entitled to ten (10) days of vacation each year, accrued at a rate of .8333 (10 days divided by
32 12 months) days per month beginning with the first month of employment.

33 Employees who are beginning their fifth year of continuous employment with the District
34 shall be entitled to fifteen (15) days of vacation each year, accrued at a rate of 1.25 (15 days
35 divided by 12 months) days per month.

36 Employees who are beginning their 21st year of continuous employment with the District
37 shall be entitled to eighteen (18) days of vacation each year, accrued at a rate of 1.5 (18 days
38 divided by 12 months) days per month.

39
40 Due to workload placed on fellow workers, taking 3-4 weeks leave at a time is
41 discouraged.

42
43 **Child Nutrition menus shall be adjusted to accommodate food delivery schedules
44 after extended breaks. These adjustments ensure child nutrition employees receive full
45 vacation leave. In the event, with superintendent approval, a child nutrition employee is
46 required to work on a non-contract day during leave, the employee will be compensated at
47 1 ½ (one and one half) times the regular rate of pay for the time worked.**

48 El Reno Public Schools will be closed one week for the Fourth of July holiday and two weeks for
49 Christmas holiday. All buildings will be closed to all personnel (unless essential). No leave will be
50 charged for those days and no leave forms will be filled out. Twelve month full-time employees
51 will be paid for these days at their regular rate of pay. Essential personnel will be given
52 compensatory time for the days that they are required to work. All essential employees must be
53 approved by the Superintendent.

54
55 Annual leave is non-cumulative; however, an employee may carry over **ten days** of leave
56 to the following year.

1 Support employees assigned to twelve-(12) month positions during 1999-2000 and
2 continuing twelve-(12) month employment in 2000-2001 shall receive eighteen (18) days of
3 vacation each year, accrued at a rate of 1.5 (18 days divided by 12 months) days per month.

4 Vacation days may be taken at the discretion of employees but subject to workload
5 requirements of the District. The employee shall make written request for vacation leave to
6 his/her supervisor at least ten (10) days in advance of the first day of proposed vacation, giving
7 dates desired for the leave. Within five (5) working days of receiving proposed vacation each
8 year, the supervisor shall notify the employee of approval or disapproval. If disapproval, the
9 employee may resubmit a request, giving alternative dates for leave. Written request of one day
10 of vacation may be approved immediately by the supervisor.

11 The Board shall provide the employee with annual notice of accrued vacation leave.
12
13

14 **ARTICLE IV – REDUCTION IN FORCE**

15
16 **Section 1-** The El Reno Board of Education will first determine the area in which the reduction of
17 force shall occur and then will follow the criteria listed below. If it becomes necessary to reduce
18 the number of employees due to shortage of funds or work, the following procedure shall be
19 followed:

20 Reduction shall first occur through normal attrition.

21 If normal attrition does not accomplish the necessary reduction, the following criteria shall be
22 followed:

- 23
- 24 Part-time employment;
- 25 Job skills required;
- 26 Length of employment within the district;
- 27 Work performance and efficiency.

28 The Superintendent shall notify employees in writing of the recommendation of reduction in force.
29 Those employees recommended for reduction in force who have been employed for more than
30 one year shall be notified of the right to a hearing before the Board of Education.

31 An employee who has been laid off due to reduction in force shall have the right of re-
32 employment to any vacant position for a period of one year provided the employee meets the
33 qualifications of the position. Employees shall be considered in reverse order of reduction and
34 shall resume their places on the salary schedule. It shall be the responsibility of the employee to
35 provide the district with a current address and telephone number.
36

37 **ARTICLE V – COMPENSATION**

38 39 **Section 1. – Wage Schedule**

40 All Educational Incentive supplement increases must be verified by transcript, Associate's
41 Degree, or Oklahoma General Education Testing (OGET) certification. These verifications will
42 only be considered on or before the following dates: September 15 or January 15 of each fiscal
43 year.

44 (Please refer to Wage Schedules attached to the end)
45

46 **Section 2. – District-Provided Benefits**

47 The District shall provide a group term life Insurance policy with a coverage amount of
48 Forty Thousand dollars (\$40,000) for each employee, pro-rated by age.

49 Mileage reimbursement shall be equal to current IRS rate per mile. Advanced
50 encumbrance and approval of supervisor is required for mileage reimbursement.

51 All employees shall receive one professional pass to school events and one guest pass
52 to be used when accompanied by school employee.

53 The District shall provide a 125 Cafeteria Plan. The plan will offer employees the option
54 of reallocating a portion of monthly salary (pretax dollars) to purchase tax-free benefits such as
55 health, dental, salary protection, term life and cancer insurance.
56

1 **Section 3. – State Payment**

2 Beginning with the 2002-03 school year, one hundred percent (100%) of the cost of the
3 Health Choice high option single major medical health insurance premium shall be paid as set
4 forth in HB 1968 and Senate Bill 1003. An eligible support employee is one who works a
5 minimum of six hours per day who holds a “position” that is defined as a minimum of 172 days.
6

7 Taxable Compensation Benefit—Beginning with the 2002-03 school year, eligible support
8 employees who elect not to participate in the state health insurance program shall receive a
9 taxable monthly benefit of \$189.69. Support employees whose employment is terminated during
10 the school year shall have no right to receive any cash compensation for the portion of the school
11 year after the support employee’s termination.
12

13 **Section 4. -- Overtime Pay**

14 Support overtime (earned in the amount of five hours or more each contract month) shall
15 be paid through the issuance of a separate check on the fifteenth of the following month. All
16 overtime must be approved by the immediate supervisor according to El Reno Public School
17 Board Policy

18 **Section 5. – Compensatory Time**

- 19 1. Support employees working more than forty (40) hours per week shall be compensated
20 for overtime by compensatory time in lieu of overtime pay at 1½ times each actual
21 overtime hour worked. Exception noted: Any contractual obligation for “non-exempt”
22 employees that sets weekly work hours in excess of forty (40) hours shall require the
23 district to pay for overtime hours
24

25 in excess of forty (40) hours at the rate of one and one-half times their regular rate of pay, or such
26 employee shall be provided the option of compensatory time off in lieu of overtime pay at 1 ½
27 times actual time worked. An exception to pay overtime in specific situations may be granted by
28 the district administrative team. Any exception to pay overtime shall be approved prior to the
29 hours worked.
30

- 31 2. All overtime and/or compensatory time shall have prior approval of the designated supervisor.
32 The supervisor’s signature is required on the timecard to confirm approval of overtime and/or
33 compensatory time. Cafeteria managers may have up to three (3) days pay for work that must be
34 performed outside the 178 contracted days. If the days are beyond the 40 hour work week, pay
35 shall be at time and a half. The work must have prior approval by the Food Service Director
36

- 37 3. Each “non-exempt” employee shall record compensatory time daily on the employee’s monthly
38 timecard. Each “non-exempt” employee shall document a balance of accumulated compensatory
39 time on the timecard at the close of each month. Supervisor approval shall be documented on
40 the timecard.
41

- 42 4. A maximum of 180 (180 = 120 overtime hours) hours of compensatory time may be accrued
43 within any one fiscal year (July 1-June 30). Any employee accruing compensatory time in excess
44 of 180 hours shall, for additional overtime hours of work, be paid overtime compensation.
45

- 46 5. If compensation is paid to an employee for accrued compensatory time off, such
47 compensation shall be paid at the regular rate earned by the employee at the time the employee
48 receives such payment.
49

- 50 6. An employee who has requested the use of such compensatory time shall be permitted to use
51 such time within a reasonable period after making the request if the use of the compensatory time
52 does not unduly disrupt the operations of the school district. All compensatory time should be
53 used by the close of the week in which it occurs and must be used by the month in which it
54 occurs and shall not be carried forward from one fiscal year to the next.
55

- 1 7. Employees will be required to use compensatory time as directed by the employee's
2 supervisor.
3
- 4 8. Unused compensatory time shall, upon termination of employment, be paid at a rate of
5 compensation not less than. . .
6 a. The average regular rate received by such employee during the last three years of the
7 employee's employment, or
8 b. The final regular rate received by such employee, whichever is higher.
9
- 10 9. Compensatory policy shall be included in the negotiated agreement for "non-exempt"
11 employees.
12 Note: If an employee undertakes, on an occasional or sporadic basis and solely at the
13 employee's option, part-time employment for the district which is in a different capacity from any
14 capacity in which the employee is regularly employed with the district, the hours such employee
15 was employed in performing the different employment shall be excluded by the district in the
16 calculation of the hours for which the employee is entitled to overtime compensation.
17
- 18 10. All essential personnel who work on any day which school has been canceled due to
19 inclement weather will be compensated hour for hour. Compensatory time awarded to essential
20 personnel will be approved according to the terms previously defined in this agreement.
21

22 **Section 6. – Lay Coaches**

23 Lay coaches shall be paid the minimum hourly wage not to exceed the maximum
24 coaching supplement listed for each sport in the certified personnel agreement. Work hours shall
25 be documented on a monthly time card and approved by the Athletic Director.
26

27 **ARTICLE VI – GRIEVANCE PROCEDURE**

28 A. Purpose

29 The purpose of this procedure is to secure the lowest possible level equitable solutions to a claim
30 of contract violation by the grievant.
31

31 C. Definitions

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

40 C. Procedure

- 41 1. Level I. An employee with a grievance shall first discuss the grievance
42 individually with his/her supervisor within ten (10) days of the alleged violation,
43 citing the article and section alleged to have been violated with the objective of
44 resolving the grievance informally. No written record will be made, "except a
45 notation of the time and date of the incident so that a timeline will be
46 established".
- 47 2. Level II. If the grievant is not satisfied with the disposition of his/her grievance at
48 level one, he/she may file the grievance within five (5) days of the level one
49 meeting with his/her supervisor citing the article and section alleged to have been
50 violated and the specific remedy sought. The supervisor shall schedule and hold
51 a formal meeting with the grievant within five (5) days after receipt of the written
52 grievance and shall transmit a written decision to the grievant within five (5) days
53 of the meeting.
- 54 3. Level III. If the grievant is not satisfied with the disposition of his/her grievance at
55 level two, he/she may file the grievance within five (5) days of the level two
56 response with the superintendent. The superintendent shall schedule and hold a

1 meeting within five (5) days after the receipt of the appeal and shall transmit a
2 written decision to the grievant within five (5) days of the meeting.

- 3 4. Level IV. If the grievant is not satisfied with the disposition of his/her grievance at
4 level three, he/she may file the grievance within the five (5) days of the level
5 three response for transmittal to the Board. The Board will hear the grievance at
6 its next regularly scheduled meeting or at a special meeting, which has been
7 called for that purpose. The Board shall transmit its written decision to the
8 grievant within five (5) days of the meeting. The decision of the Board shall be
9 final.

10 D. Right To Representation

11 The grievant and the administration may each be represented by a person of their own
12 choosing at levels II, III, and IV of this procedure.

13
14 E. General Provisions

15 1. The Association may file a grievance as the "grievant" on alleged violations of the
16 article pertaining to Association Provisions at the appropriate level giving rise to the
17 grievance.

18 2. Decisions rendered at levels II, III, and IV of the grievance procedure will be in
19 writing, setting forth the decisions and the reasons therefore and will be transmitted to all
20 parties of interest and to the Association.

21 3. The grievant shall have the sole responsibility for pursuing the grievance through
22 all levels and within the time limits specified in these procedures.

23 4. Necessary forms for the filing of grievances shall be mutually agreed upon by the
24 Association and the Board and shall be made a part of this agreement.

25 5. Copies of official grievance, all documents, communications and records dealing
26 with the processing of grievance will be filed in a separate grievance file and will not be kept
27 in the personnel files of any of the participants.

28 6. No reprisals shall be taken against the grievant, any witness, or other participant in
29 the grievance procedures by reason of such participation.

30 Failure in any step of this procedure to appeal to the next level within the specified time limits
31 shall be deemed acceptance of the decision at that level.

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

35 Time limits at any level may be extended by mutual agreement, and such
36 agreements shall be reduced to writing and placed in the record for that
37 grievance.

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

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42 (Grievance forms may be found in the Appendix on pages 32 and 33)

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DURATION

This Agreement represents the full and complete agreements of the parties. This Agreement shall remain in full force and effect and bind the parties until replaced by a subsequent agreement negotiated in accordance with the provisions of the Procedural Agreement.

In witness where, the Association and the Board have set their signatures on the 11th day of September 2017.

President, El Reno Education Support
Professional Association

President
El Reno Board of Education

Chairperson, El Reno Education
Support Professional Association

Chairperson
El Reno Board of Education

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

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APPENDIX

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7 **PROCEDURAL AGREEMENT**
8
9

10 **I. PURPOSE**

11 1.1 The Board of Education of the El Reno Public Schools and the El Reno
12 Education Support Professional Association recognize the need for an orderly process of
13 communication for administering employer/employee relations which conform with
14 Oklahoma Statutes OS-70-509.1 through OS070-509.10.
15

16 **II. RECOGNITION**

17 2.1 This Agreement is made and entered into by and between the El Reno Education
18 Support Professional Association, hereinafter termed the "Association" and the Board of
19 Education of the El Reno Public Schools, hereinafter termed the "Board".

20 2.2 The Board hereby recognizes the Association as the exclusive negotiation
21 representative for the bargaining unit consisting of all employees who are not required by
22 the position for which they are employed to be licensed or certified as teachers or entry
23 year teachers and who do not have administrative responsibility for making written
24 recommendations concerning the employment status of other employees of the El Reno
25 Public Schools.

26 2.3 The Board and/or the Association shall not discriminate against any person
27 regardless of membership or non-membership in the Association or for participation or
28 non-participation in any phase of the bargaining process.
29

30 **III. SCOPE OF BARGAINING**

31 3.1 The Board and the Association agree to negotiate in good faith on wages, hours,
32 fringe benefits and other terms and conditions of employment.

33 3.2 The Board retains and reserves unto itself, without limitations, all powers, rights
34 and authority conferred upon and vested in it by State and Federal law, including the right
35 to make policy, rules and regulations which are not inconsistent with the Negotiated
36 Agreement. There shall be no negotiations on inherent managerial responsibility.
37

38 **IV. NEGOTIATIONS PROCEDURES**

39 4.1 Negotiation Teams

40 4.1.1 The Board and the Association shall each designate in writing, at the first
41 negotiation session, the names of not more than five (5) persons who shall serve as their
42 respective representatives for negotiations pursuant to the provisions of this Agreement,
43 and the names of alternates who will attend the sessions only when serving in the place
44 of a regular team member. Each party shall also designate the person on its team who
45 will serve as spokesperson. Neither party shall attempt to exert influence over the other
46 party's selection of representatives.

47 4.2 Opening Negotiations

48 4.2.1 Between March 15 and April 15 of each ensuing year, either the
49 Association or the Board shall submit a written request for negotiations to commence to
50 the other party, if it desires there to be negotiations for that year. If no such request is
51 made during the time period above, negotiations will not take place for the ensuing year.

52 4.2.2 The first negotiations session shall occur on a mutually agreeable date
53 not more than thirty (30) days from the date of the written request to open negotiations.

54 4.2.3 The party which requested negotiations to commence shall submit all of
55 its negotiation proposals at the first session. The other party shall submit all of its

1 negotiation proposals at the second session. Subsequent proposals may only be
2 submitted upon mutual agreement of the parties.

3 4.3 Negotiations Sessions

4 4.3.1 Only members of the respective negotiation teams may be present
5 during negotiation sessions. Other parties may be permitted to be present only by mutual
6 agreement of the parties.

7 4.3.2 No recordings or official transcripts shall be made without mutual
8 agreement of the parties.

9 4.3.3 Negotiations will only be conducted in regular negotiation sessions at the
10 times, dates, and places mutually agreed upon by the parties. The time, date, place and
11 agenda of subsequent sessions will be set by mutual agreement of the parties prior to the
12 close of each negotiation session.

13 4.3.4 Negotiation sessions shall be scheduled at times which will not interfere
14 with the employee work day and the educational programs of the district.

15 4.3.5 During meetings, each party is free to caucus at any time.

16 4.3.6 Other meeting ground rules shall be set by mutual agreement at the
17 table.

18 4.4 Tentative Agreement

19 4.4.1 Both parties agree that it is their mutual responsibility to empower their
20 respective representatives with the necessary authority to make proposals, to consider
21 proposals and counter proposals in the course of negotiations, and to reach tentative
22 agreements subject to ratification by the Board and the Association.

23 4.4.2 When tentative agreement is reached on any item, it shall be reduced to
24 writing and signed and dated by the spokesperson of each team. When tentative
25 agreement is reached on all items, they shall be submitted first by the Association to
26 support personnel for ratification and then by the Superintendent to the Board for
27 ratification.

28 V. **IMPASSE**

29 5.1 If negotiations are not successfully concluded by the first day of school, an
30 impasse shall exist. At any earlier time following the initial negotiation session, either
31 party may declare an impasse, or, by mutual agreement of the parties, the date for
32 declaring impasse may be extended beyond the first day of school.

33 5.2 Within two (2) days of such declaration, the parties shall request the services of
34 the Federal Mediation and Conciliation Service.

35 5.3 If the mediation process has been utilized and has failed to bring about
36 agreement on all items, the unresolved items shall be submitted to fact finding as follows:

37 5.3.1 A fact finding committee consisting of three (3) members shall be
38 formed. One (1) member shall be selected by the Association, and one (1) member shall
39 be selected by the Board, within five (5) days. The third member shall be selected by the
40 first two (2) members as follows: The parties shall notify the State Superintendent of
41 Public Instruction that a fact finder is needed and request a list of potential fact finders
42 from the State Superintendent. If no name on the list is agreeable to both parties, a coin
43 toss shall occur with the party winning the toss having the right to strike a name from the
44 list. The parties will then continue alternately striking names from the list until only one
45 name remains. The person whose name remains on the list will serve as the chairperson
46 of the fact finding committee.

47 5.3.2 The committee shall meet with the Board's and the Association's
48 negotiation representatives for the purpose of fact finding.

49 5.3.3 Within five (5) days after the selection of a chairperson, the
50 representatives of the parties shall meet to exchange written language on each item at
51 impasse. The exchanged documents shall be furnished to the chairperson and other
52 members of the committee. Each item being submitted to fact finding shall show the last
53 position taken by each negotiating team.

54 5.3.4 The cost for the services of the fact finding committee, including per diem
55 expenses, if any, and actual and necessary travel expenses shall be shared in the
56 following manner: The Board shall assume the expenses of the representative selected

1 by the Board, the Association shall assume the expenses of the representative selected
2 by the Association, and the expenses of the third member shall be shared equally by the
3 Board and the Association.

4 5.3.5 The fact finding committee shall have authority to establish procedural
5 rules, conduct investigations, and hold hearings during which each party shall be given
6 an opportunity to present its case with supporting evidence.

7 5.3.6 All hearings by the fact finding committee shall be conducted in closed
8 session.

9 5.3.7 The chairperson shall convene the committee for fact finding as soon as
10 possible. The committee shall meet with the representatives of both parties and, within
11 twenty (20) days after the fact finding meeting shall present its written recommendation to
12 the Board and the Association. The report shall set forth findings of fact and
13 recommendations on the issues submitted.

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

24 5.3.9 The Board shall file a copy of the fact finding report with the office of the
25 State Superintendent of Public Instruction. If the effort to resolve differences is
26 successful, the parties shall draft a written agreement and present the agreement to both
27 parties for ratification, and upon ratification such agreement shall also be forwarded to
28 the State Superintendent. If the effort to resolve differences is unsuccessful, the Board
29 shall forward to the State Superintendent in writing its final disposition of the negotiations
30 impasse process within thirty (30) days of the effective date implementation.

31 **VI. NO STRIKE CLAUSE**

32 6.1 The procedure provided for herein for resolving impasse shall be the exclusive
33 recourse of the Association. It shall be illegal and a violation of this Agreement for the
34 Association or the members of the bargaining unit to strike or threaten to strike as a
35 means of resolving differences with the Board. The Association further agrees to refrain
36 from encouraging any other work stoppage. However, this shall not limit the Association
37 from freely discussing any issues with its members and/or the Board

38 **VII. SAVINGS CLAUSE**

39 7.1 If any provision of this Agreement shall be found contrary to law, it shall be
40 severed from the Agreement, and all other provisions or application of the Agreement
41 shall continue in full force and effect. The parties may, by mutual agreement, open
42 negotiations for the purpose of arriving at a legally permissible replacement for the
43 deleted part.

44 **VIII. DURATION OF AGREEMENT**

45 8.1 This Agreement shall continue in effect for successive fiscal year periods unless
46 notice is given, in writing, between January 1 and January 31 of any year, by either party,
47 that the party desires to modify, amend or terminate this Agreement. Once such notice is
48 given, negotiations related to changes in this Agreement shall commence on a mutually
49 agreeable date within thirty (30) days of such notice.

50 8.2 In the event that the Association disbands or otherwise ceases to be the
51 recognized bargaining agent, this Agreement shall be null and void on that date of such
52 disbanding or cessation of representation

53 **Date Adopted:** _____

54
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56 _____
President of the Board

_____ **President of the Association**

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SUPPORT EMPLOYEE EVALUATION AND MANAGEMENT SYSTEM
Reprimand / Admonishment

Employee's Name: _____ Date: _____

Job Title/Class: _____ Work Site: _____

I. Unacceptable Conduct:

II. Required Level of Conduct:

III. Time Line for Compliance:

IV. Failure to Comply:

Signature: _____
Employee (Acknowledges Receipt and Understanding)

Signature: _____
Administrator

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**SUPPORT EMPLOYEE EVALUATION AND MANAGEMENT SYSTEM
Improvement Plan**

Employee's Name: _____ Date: _____

Job Title/Class: _____ Work Site: _____

Evaluation Period: Beginning _____ Ending _____

III. Purpose And Admonishment:

The purpose of this improvement plan is to give specific direction regarding desired performance levels related to identified as less than Satisfactory during the above Evaluation Period. This Plan is part of the employee's cumulative performance record. Failure to complete this Plan in a timely and satisfactory manner may lead to further action including suspension, demotion, nonre-employment, or termination.

IV. General Criteria That Must Be Improved:

Specific Criteria:

Deficiency Noted:

Performance Level Required:

Time Line For Completion:

V. Essential Functions of the Job That Must Be Improved:

Specific Function:

Deficiency Noted:

Performance Level Required:

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Time Line For Completion:

**SUPPORT EMPLOYEE EVALUATION AND MANAGEMENT SYSTEM
Improvement Plan (Continued)**

Employee's Name: _____ Date: _____

IV. Narrative Explanation

Specific Criteria/Function:

Explanation:

For Last Page of Plan Only:

1 Signature: _____
2 Employee (Acknowledges Receipt and Understanding)

3
4
5 Signature: _____
6 Evaluator

7
8 **SUPPORT EMPLOYEE EVALUATION AND MANAGEMENT SYSTEM**
9 **Evaluation Form**

10
11 Employee's Name: _____ Date: _____

12
13 Job Title/Class: _____ Work Site: _____

14
15 Evaluation Period: Beginning _____ Ending _____

16
17 S=Satisfactory; NI=Needs Improvement; U=Unsatisfactory S NI U

18
19 **I. General Criteria**

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|--|-------|-------|-------|
| 20 1. Follows District Policy | _____ | _____ | _____ |
| 21 2. Punctuality and Attendance | _____ | _____ | _____ |
| 22 3. Follows Instructions | _____ | _____ | _____ |
| 23 4. Practices Safety Habits | _____ | _____ | _____ |
| 24 5. Exhibits Initiative | _____ | _____ | _____ |
| 25 6. Work Completed in Neat and Timely Manner | _____ | _____ | _____ |
| 26 7. Works Well With Other District Employees | _____ | _____ | _____ |
| 27 8. Meets Production Standards | _____ | _____ | _____ |
| 28 9. Utilization of Materials and Supplies | _____ | _____ | _____ |
| 29 10. Appearance | _____ | _____ | _____ |
| 30 11. Interaction With Students And Patrons | _____ | _____ | _____ |

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32 **II. Essential Functions of the Job:**

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39 **III. Comments:**

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44 **IV. Overall Rating:**

45 Satisfactory _____ Needs Improvement _____ Unsatisfactory _____

46 Plan For Improvement Attached: Yes _____ No _____

47
48 **V. Acknowledgements:**

49 This evaluation is based upon observation of the employee at the work site by the employee's
50 evaluator, a review of district records, and personal knowledge of the employee's performance
51 collected by the employee's evaluator.

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53 **VI. Signature:**

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Evaluator Date

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Employee _____ Date _____
(Signature acknowledges receipt and understanding of above evaluation, but does not necessarily indicate agreement)

GRIEVANCE REPORT FORM—FORMAL RESOLUTION

Name: _____ Building: _____

Assignment: _____ Date Filed: _____

I. LEVEL TWO

(Within 10 days from time you became aware of condition for complaint, or within 5 days of unsatisfactory informal resolution)

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance:

Relief Sought:

Signature: _____ Date: _____

Date received by immediate supervisor: _____

Immediate supervisor shall arrange a meeting within 5 days--Meeting Date: _____

Written decision is to be transmitted within five days of meeting:

C. Disposition of Immediate Supervisor:

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Signature: _____ Date: _____

LEVEL THREE

(If not satisfied with disposition of Level Two, or no decision has been rendered within five days following Level Two meeting)

A. Date received by Superintendent or Designee: _____

Superintendent/Designee shall arrange meeting within 5 days—Meeting Date: _____

Written decision is to be transmitted within five days of meeting.

B. Disposition of Superintendent or Designee:

Signature: _____ Date: _____

LEVEL FOUR

(If not satisfied with disposition of Level Three, or no decision has been rendered within ten days of Level Three meeting)

A. Date submitted to Board: _____

(Within 5 days, both grievant and Level Three hearing officer shall submit to the Board a narrative, together with copies of any exhibits or documents at the Level Three hearing)

B. Date of Level Four Hearing: _____

C. Disposition and Award of Board:

Signature, Board President: _____ Date: _____

