



UNION PUBLIC SCHOOLS

MASTER CONTRACT

BETWEEN THE

BOARD OF EDUCATION

AND THE

UNION CLASSROOM
TEACHERS' ASSOCIATION

2018-2019

THE NEGOTIATED AGREEMENT WHICH IS PUBLISHED HEREWITH IS A COMPOSITE OF ALL ITEMS
WHICH HAVE BEEN AGREED TO BY THE BOARD AND THE ASSOCIATION THROUGH THE
ANNUAL NEGOTIATIONS PROCESS SINCE ITS INCEPTION IN 1973.

CERTIFICATION OF RATIFICATION

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

UNION CLASSROOM TEACHERS' ASSOCIATION

By	<u>Deena Churchill</u> President & Chief Negotiator	<u>July 4, 2018</u> Date
By	<u>Shelley Zevnik-Breece</u> Bargaining Team Member	<u>July 4, 2018</u> Date
By	<u>Kerri Gunter</u> Bargaining Team Member	<u>July 4, 2018</u> Date
By	<u>Matt Kalfas</u> Bargaining Team Member	<u>July 4, 2018</u> Date
By	<u>Trey Pritner</u> Bargaining Team Member	<u>July 4, 2018</u> Date

UNION BOARD OF EDUCATION

By	<u>Kirt Hartzler, Ed.D.</u> Superintendent	<u>June 11, 2018</u> Date
By	<u>Dr. Trish Williams</u> Chief Financial Officer	<u>June 11, 2018</u> Date
By	<u>Jeff Bennett</u> President of the Board	<u>June 11, 2018</u> Date
By	<u>Ken Kinnear</u> Vice President of the Board	<u>June 11, 2018</u> Date
By	<u>Heather McAdams</u> Clerk of the Board	<u>June 11, 2018</u> Date
By	<u>Lisa Ford</u> Board Member	<u>June 11, 2018</u> Date
By	<u>Stacey Roerman</u> Board Member	<u>June 11, 2018</u> Date

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NEGOTIATION PROCEDURES
between the
UNION BOARD OF EDUCATION
and the
UNION CLASSROOM TEACHERS' ASSOCIATION

The following is a revision of the Negotiation Procedures Agreement entered into the 12th day of March, 1973, between Independent School District #9 of Tulsa County, Oklahoma ("the Board"), and the Union Classroom Teachers' Association, ("the Association"). This Negotiation Procedures Agreement supersedes all previous procedural agreements and understandings, whether oral or written.

The Board and the Association agree that the welfare of the children of the Union School District and the professional welfare of the teachers are of paramount importance in the operations of the Union School District and shall be promoted by both parties. The District expects that all employees shall treat one another with respect and dignity at all times during their professional endeavors. Both parties further recognize the desirability of establishing procedures for resolution of differences and the necessity for open exchange of ideas and views between all parties in deliberation leading to amicable settlement of differences.

Be it therefore resolved that the Board and the Association agree on the following procedures.

SECTION I - RECOGNITION

Since March 12, 1973, the Board has recognized the Association as the exclusive and sole representative for collective negotiation for all certified personnel whether under contract, on leave, or employed or to be employed by the Board. The Board agrees not to negotiate with or recognize any teacher or group other than the Association for the duration of this Agreement, unless otherwise required to do so by law.

The representation by the Association shall exclude the Superintendent and any Assistant Superintendents, Principals, Assistant Principals, Directors, Assistant/Associate Directors, other certified administrators and Curriculum Specialists. Additional positions may be excluded when a memorandum of understanding is concluded between the Association and the Board. For certified employees working in the Community Action Project of Tulsa County (CAPTC), Carrera, or other grant program where federal, CAPTC, Carrera, or other grant requirements conflict with UCTA Master Contract provisions, federal, CAPTC, Carrera, or other grant requirements will supersede the UCTA Master Contract.

The term "teacher" when used within this Agreement shall refer to all certified personnel represented by the Association in the negotiation unit as defined above. Certified personnel are those persons who are employed by the School District and who hold certificates as public school teachers.

Those certified personnel who desire not to be represented by the Association must so state in writing to the Board and the Association.

This Agreement shall remain in continuous force and effect unless superseded by a written agreement executed by the parties or unless altered by operation of law, except that the Agreement terms and conditions may be suspended in the event of a "Level 1" or higher disaster as outlined in the Union Disaster Recovery Plan. Agreement terms and conditions would remain suspended for the duration of the declared disaster.

SECTION II - PURPOSE

The general purpose of this procedural agreement is to provide a framework of procedures and to designate an orderly process by which agreements may be negotiated between the parties on items affecting the wages, hours, fringe benefits, and other terms and conditions of employment of the certified personnel of the Union School District. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the sole and exclusive use of the Association.

SECTION III - PROCEDURES

Matters to be negotiated pertaining to wages, hours, fringe benefits, and other terms and conditions of employment may be initiated by the Association or the Board on or before May 1 of each year. As soon as practical thereafter, the parties shall schedule a meeting to begin the negotiations process. Information discussed during the negotiations process is confidential. Negotiations sessions may be taped by either team and may be prepared in writing. Copies shall be provided to both teams. Any tentative agreements reached during the process shall be disclosed with the mutual written consent of both parties. Should the need arise for the Administration team to discuss issues with the Board or for the UCTA team to discuss issues with teachers during the negotiations process, the teams will provide notification to each other of the specific issues to be discussed. If neither party requests negotiations by May 1, there shall be no collective bargaining between the Association and the Board for that year. The current contract shall remain in force until completion of a newly negotiated agreement.

The Board and Superintendent shall furnish the Association's representatives, when requested in writing, such readily available information on financial matters on the Union School District and any other appropriate information that may be of assistance in negotiation on items affecting wages, hours, fringe benefits, and other terms and conditions of employment. The Association shall furnish the Board and Superintendent any similar readily available information.

Nothing in this agreement shall be interpreted as denying the right of any member of the Association to appear before the Board on matters relating to his own employment relations with the Board. In the event the Association timely notifies the Board that it believes that any decision rendered by the Board as to an individual employee's employment relations will affect other Association members, the Association shall have the right, prior to the final decision of the Board, to express their judgment through their elected representatives to the Board.

All communications between the parties which occur because of this Agreement, shall be directed to the Superintendent and the Board, or a committee thereof. All communications from the Board or Superintendent shall be channeled through the elected representatives of the Association and the Association shall notify each Association member concerning the communication.

SECTION IV- IMPASSE PROCEDURES FOR ITEMS ON WHICH AGREEMENT CANNOT BE REACHED

If the parties reach an impasse, or if they reach an agreement, but such agreement is not ratified by both parties within fifteen (15) days thereafter, a special committee may be formed from each of the two groups (the Board and the Association)- to recommend a resolution of differences to the Board and the Association. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three member committee.

This committee shall consist of:

1. one member who shall be selected by the representatives of the organization within five (5) days after the reaching of impasse;
2. one member who shall be selected by the local board of education within five (5) days after the reaching of impasse; and;
3. one member who shall be selected by the first two members within fifteen (15) days after selection of the other two members. The member selected by the first two members shall serve as chairman of the committee.

Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.

The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.

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

These impasse procedures shall be utilized solely for the purpose of attempting to resolve differences which exist between the parties on items of negotiation affecting the wages, hours, fringe benefits, and other terms and conditions of employment and for no other purpose.

SECTION V - GRIEVANCE PROCEDURE

5.1 DEFINITIONS

- A. A **"grievance"** shall mean a claim by a teacher or the Association on behalf of the teacher: (1) that there has been as to him/her a violation or inequitable application of any of the provisions of the employment contract or Association privileges, or (2) that he/she has been treated inequitably by reason of any act or condition which is contrary to established School District Policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the School District is without authority to act.
- B. A **"grievant"** is a teacher who is filing the grievance.
- C. A **"party in interest"** is the grievant making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. The term **"days"** when used in this article shall, except where otherwise indicated, mean working

(not summer) school days; thus weekend or vacation days are excluded.

- E. A “**representative**” for levels one, two and three shall mean a UCTA representative or OEA area representative (non-attorney). An attorney shall only be allowed as the representative at level four. This is not intended to exclude teacher-employees who may also be attorneys.

5.2 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, that are proper grievable items as defined above. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.3 PROCEDURES

- A. Any grievance must be filed within ten (10) days of the aggrieved act or it shall be deemed forever waived by the grievant.
- B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.
- C. In the event a grievance is filed on or after the closing of the school year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon as is practicable.
- D. Nothing herein contained will be construed as limiting the right of any grievant having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association; provided the adjustment is not inconsistent with the terms of this grievance procedure.
- E. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at the grievant’s option, by a representative selected or approved by the Association. In any event the Association shall have a right to have a representative present and to state its views at all stages of the grievance procedure.
- F. **Oral Informal Discussion with Principal or Immediate Supervisor**
A grievant with a grievance must first discuss it informally with the principal or where the grievant is not under the direct supervision of a principal, with the grievant’s immediate supervisor. The principal/immediate supervisor shall prepare a written memo of the discussion noting the date of the aggrieved act, the date the complaint was first made and the date of the discussion with the grievant. The principal/immediate supervisor shall forward a copy of this memo to the Executive Director of Human Resources.
- G. **Level One - Written Formal Grievance to Principal**
If the aggrieved party is not satisfied with the disposition of the grievance by the principal or immediate supervisor, the grievant may file a written grievance with the principal/immediate supervisor on forms provided by the School District and the Association within five (5) days of the informal conference or ten (10) days of the aggrieved act, whichever is longer. The principal shall communicate the decision in writing to all parties in interest within ten (10) days after receipt of the grievance. The decision shall include supporting reasons therefor.
- H. **Level Two - Executive Director of Human Resources**
Within ten (10) days of receipt of the decision rendered by the principal/immediate supervisor, any party in interest may appeal the principal’s/immediate supervisor’s decision to the Executive Director of Human Resources on forms provided by the School District and the Association. The appeal shall include a copy of the Level One decision and the grounds for regarding the decision as incorrect. Within ten (10) days of receipt of the appeal, the Executive Director of Human Resources shall communicate a decision in writing to all parties in interest. The decision shall include supporting reasons therefor.
- I. **Level Three - Superintendent**
Within ten (10) days of receipt of the decision rendered by the Executive Director of Human Resources, any party in interest may appeal the Director’s decision to the Superintendent, or designee, on forms provided by the School District and the Association. The appeal shall include a copy of the decisions of Level One and Level Two and the grounds for regarding the decision as incorrect. Within ten (10) days after receipt of the appeal, the Superintendent, or designee, shall communicate the decision in writing to all parties in interest. The decision shall include supporting reasons therefor.
- J. **Level Four - Board of Education**
Within ten (10) days of receipt of the decision rendered by the Superintendent, any party in

interest may appeal the Superintendent's decision to the Board of Education on forms provided by the School District and the Association. The appeal shall include a copy of decisions of Level One, Level Two, Level Three and the grounds for regarding the decision as incorrect. Within ten (10) days after receipt of the appeal, the Board of Education shall set a hearing for the grievance and shall forward written notice of the time and place of the hearing to all parties in interest. Within fifteen (15) days of hearing of the appeal, the Board of Education shall communicate its decision in writing to all parties in interest. The decision shall include supporting reasons therefor. The decision of the Board of Education shall be final.

- K. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit any party in interest to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- L. No reprisals of any kind will be taken by the Board of Education or any member of the administration against any party in interest or any other party involved directly or indirectly in the grievance procedure.
- M. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the permanent central office files of the participants.
- N. Forms for processing grievances will be printed by the Board of Education and the Association and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- O. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- P. If in the judgment of the Executive Director of Human Resources and the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of the grievance shall be commenced at Level Three.
- Q. All parties in interest are required to exhaust the grievance procedure set forth in this article before seeking alternative remedies.
- R. If any party in interest elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceedings for relief under the provisions of this procedure.
- S. It is appropriate at each level of the grievance process to determine whether such grievance is a proper grievable item as defined herein. If at any level it is determined that the grievance is not a proper grievable item, then that determination should be noted in the decision rendered.

This Agreement, and all items agreed on pursuant to this Agreement, when adopted and signed by both parties, shall remain in effect for so long as the Association is recognized as the lawful representative of the certified personnel of the Union School District or until modified by the parties in writing. Either party desiring changes in this Agreement shall notify the other party in writing at least thirty (30) days prior to any regular meeting of the negotiations committee. Any changes in this Agreement must be made by a majority consent of both the Board and Association.

If any provision or application of this Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law.

Adopted Negotiated Policy, 3-12-73

Revised Negotiated Policy, 12-5-88

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 10-14-02

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 8-29-05

Revised Negotiated Policy, 5-14-07

Revised Negotiated Policy, 8-27-07

Revised Negotiated Policy, 8-11-08

Revised Negotiated Policy, 11-14-11

Revised Negotiated Policy, 6-8-15

Revised Negotiated Policy, 6-12-17

**UNION PUBLIC SCHOOLS
UCTA SALARY INDEX AND SCALE
2018-2019**

BACHELOR'S								
District Step	State Minimum *	Base Salary *	District-Paid Benefits **	State-Paid TRS Credit ***	Total Annual Compensation	Monthly State Flexible Benefit Allowance A****	Monthly State Flexible Benefit Allowance B*****	
0	36,601	39,000	993.84	60.15	40,054	594.90	69.72	
1	37,035	39,450	993.84	103.41	40,547	594.90	69.72	
2	37,469	39,900	993.84	145.65	41,039	594.90	69.72	
3	37,904	40,350	993.84	188.15	41,532	594.90	69.72	
4	38,338	40,800	993.84	233.33	42,027	594.90	69.72	
5	38,810	41,300	993.84	278.76	42,573	594.90	69.72	
6	39,273	41,800	993.84	325.26	43,119	594.90	69.72	
7	39,737	42,300	993.84	372.82	43,667	594.90	69.72	
8	40,200	42,800	993.84	421.44	44,215	594.90	69.72	
9	40,663	43,300	993.84	471.12	44,765	594.90	69.72	
10	41,684	43,850	993.84	521.87	45,366	594.90	69.72	
11	42,177	44,400	993.84	573.67	45,968	594.90	69.72	
12	42,670	44,950	993.84	626.54	46,570	594.90	69.72	
13	43,162	45,500	993.84	680.48	47,174	594.90	69.72	
14	43,655	46,050	993.84	735.47	47,779	594.90	69.72	
15	44,167	46,650	993.84	791.53	48,435	594.90	69.72	
16	44,660	47,250	993.84	848.65	49,092	594.90	69.72	
17	45,153	47,850	993.84	906.83	49,751	594.90	69.72	
18	45,646	48,450	993.84	966.07	50,410	594.90	69.72	
19	46,139	49,050	993.84	1,026.38	51,070	594.90	69.72	
20	46,652	49,750	993.84	1,087.75	51,832	594.90	69.72	
21	47,145	50,450	993.84	1,150.18	52,594	594.90	69.72	
22	47,639	51,150	993.84	1,213.68	53,358	594.90	69.72	
23	48,132	51,850	993.84	1,278.23	54,122	594.90	69.72	
24	48,625	52,550	993.84	1,343.85	54,888	594.90	69.72	
25	50,049	53,350	993.84	1,410.53	55,754	594.90	69.72	
26	50,049	54,150	993.84	1,410.53	56,554	594.90	69.72	
27	50,049	54,950	993.84	1,410.53	57,354	594.90	69.72	
28	50,049	55,750	993.84	1,410.53	58,154	594.90	69.72	
29	50,049	56,550	993.84	1,410.53	58,954	594.90	69.72	
30	50,049	57,350	993.84	1,410.53	59,754	594.90	69.72	
31	50,049	58,350	993.84	1,410.53	60,754	594.90	69.72	
32	50,049	58,350	993.84	1,410.53	60,754	594.90	69.72	
33	50,049	58,350	993.84	1,410.53	60,754	594.90	69.72	
34	50,049	59,350	993.84	1,410.53	61,754	594.90	69.72	
35	50,049	59,350	993.84	1,410.53	61,754	594.90	69.72	
36	50,049	59,350	993.84	1,410.53	61,754	594.90	69.72	
37	50,049	60,350	993.84	1,410.53	62,754	594.90	69.72	
38	50,049	60,350	993.84	1,410.53	62,754	594.90	69.72	
39	50,049	60,350	993.84	1,410.53	62,754	594.90	69.72	
40	50,049	61,350	993.84	1,410.53	63,754	594.90	69.72	
41	50,049	61,350	993.84	1,410.53	63,754	594.90	69.72	

* Teachers who obtained National Board Certification after June 30, 2013, will receive an additional amount required by the state department (except those teachers who applied for NBC prior to June 30, 2013, who are under the previous NBC bonus program).

** Includes the district portion of single health (\$17.76 X 24 = \$426.24/year), dental (\$16.47 X 24 = \$395.28/year), vision (\$.34 X 24 = \$8.16/year), life (\$1.70 X 24 = \$40.80/year), short-term disability and long-term disability (\$5.14 X 24 = \$123.36/year) above state Flexible Benefit Allowance.

*** Represents the qualified Oklahoma certification step and can be different from the district step. Only the qualified Oklahoma certification step can be utilized for the TRS credit.

**** The State Flexible Benefit Allowance-A is \$594.90 per month (\$594.90 x 12 = \$7,138.80/year). One half of the monthly amount (\$297.45) to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule. SFBA-A is only available to employees who participate in the district's group health insurance plans.

***** The State Flexible Benefit Allowance-B is \$69.72 per month (\$69.72 x 12 = \$836.64/year). One half of the monthly amount to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule.

**UNION PUBLIC SCHOOLS
UCTA SALARY INDEX AND SCALE
2018-2019**

BACHELOR'S + 15								
District Step	State Minimum *	Base Salary *	District-Paid Benefits **	State-Paid TRS Credit ***	Total Annual Compensation	Monthly State Flexible Benefit Allowance A****	Monthly State Flexible Benefit Allowance B*****	
0	36,601	39,500	993.84	60.15	40,554	594.90	69.72	
1	37,035	39,950	993.84	103.41	41,047	594.90	69.72	
2	37,469	40,400	993.84	145.65	41,539	594.90	69.72	
3	37,904	40,850	993.84	188.15	42,032	594.90	69.72	
4	38,338	41,300	993.84	233.33	42,527	594.90	69.72	
5	38,810	41,800	993.84	278.76	43,073	594.90	69.72	
6	39,273	42,300	993.84	325.26	43,619	594.90	69.72	
7	39,737	42,800	993.84	372.82	44,167	594.90	69.72	
8	40,200	43,300	993.84	421.44	44,715	594.90	69.72	
9	40,663	43,800	993.84	471.12	45,265	594.90	69.72	
10	41,684	44,450	993.84	521.87	45,966	594.90	69.72	
11	42,177	45,000	993.84	573.67	46,568	594.90	69.72	
12	42,670	45,550	993.84	626.54	47,170	594.90	69.72	
13	43,162	46,100	993.84	680.48	47,774	594.90	69.72	
14	43,655	46,650	993.84	735.47	48,379	594.90	69.72	
15	44,167	47,250	993.84	791.53	49,035	594.90	69.72	
16	44,660	47,850	993.84	848.65	49,692	594.90	69.72	
17	45,153	48,450	993.84	906.83	50,351	594.90	69.72	
18	45,646	49,050	993.84	966.07	51,010	594.90	69.72	
19	46,139	49,650	993.84	1,026.38	51,670	594.90	69.72	
20	46,652	50,450	993.84	1,087.75	52,532	594.90	69.72	
21	47,145	51,150	993.84	1,150.18	53,294	594.90	69.72	
22	47,639	51,850	993.84	1,213.68	54,058	594.90	69.72	
23	48,132	52,550	993.84	1,278.23	54,822	594.90	69.72	
24	48,625	53,250	993.84	1,343.85	55,588	594.90	69.72	
25	50,049	54,050	993.84	1,410.53	56,454	594.90	69.72	
26	50,049	54,850	993.84	1,410.53	57,254	594.90	69.72	
27	50,049	55,650	993.84	1,410.53	58,054	594.90	69.72	
28	50,049	56,450	993.84	1,410.53	58,854	594.90	69.72	
29	50,049	57,250	993.84	1,410.53	59,654	594.90	69.72	
30	50,049	58,150	993.84	1,410.53	60,554	594.90	69.72	
31	50,049	59,150	993.84	1,410.53	61,554	594.90	69.72	
32	50,049	59,150	993.84	1,410.53	61,554	594.90	69.72	
33	50,049	59,150	993.84	1,410.53	61,554	594.90	69.72	
34	50,049	60,150	993.84	1,410.53	62,554	594.90	69.72	
35	50,049	60,150	993.84	1,410.53	62,554	594.90	69.72	
36	50,049	60,150	993.84	1,410.53	62,554	594.90	69.72	
37	50,049	61,150	993.84	1,410.53	63,554	594.90	69.72	
38	50,049	61,150	993.84	1,410.53	63,554	594.90	69.72	
39	50,049	61,150	993.84	1,410.53	63,554	594.90	69.72	
40	50,049	62,150	993.84	1,410.53	64,554	594.90	69.72	
41	50,049	62,150	993.84	1,410.53	64,554	594.90	69.72	

* Teachers who obtained National Board Certification after June 30, 2013, will receive an additional amount required by the state department (except those teachers who applied for NBC prior to June 30, 2013, who are under the previous NBC bonus program).

** Includes the district portion of single health (\$17.76 X 24 = \$426.24/year), dental (\$16.47 X 24 = \$395.28/year), vision (\$.34 X 24 = \$8.16/year), life (\$1.70 X 24 = \$40.80/year), short-term disability and long-term disability (\$5.14 X 24 = \$123.36/year) above state Flexible Benefit Allowance.

*** Represents the qualified Oklahoma certification step and can be different from the district step. Only the qualified Oklahoma certification step can be utilized for the TRS credit.

**** The State Flexible Benefit Allowance-A is \$594.90 per month (\$594.90 x 12 = \$7,138.80/year). One half of the monthly amount (\$297.45) to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule. SFBA-A is only available to employees who participate in the district's group health insurance plans.

***** The State Flexible Benefit Allowance-B is \$69.72 per month (\$69.72 x 12 = \$836.64/year). One half of the monthly amount to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule.

**UNION PUBLIC SCHOOLS
UCTA SALARY INDEX AND SCALE
2018-2019**

MASTER'S								
District Step	State Minimum *	Base Salary *	District-Paid Benefits **	State-Paid TRS Credit ***	Total Annual Compensation	Monthly State Flexible Benefit Allowance A****	Monthly State Flexible Benefit Allowance B*****	
0	37,991	41,000	993.84	60.15	42,054	594.90	69.72	
1	38,425	41,450	993.84	103.41	42,547	594.90	69.72	
2	38,859	41,900	993.84	145.65	43,039	594.90	69.72	
3	39,294	42,350	993.84	188.15	43,532	594.90	69.72	
4	39,728	42,800	993.84	233.33	44,027	594.90	69.72	
5	40,200	43,300	993.84	278.76	44,573	594.90	69.72	
6	40,663	43,800	993.84	325.26	45,119	594.90	69.72	
7	41,127	44,300	993.84	372.82	45,667	594.90	69.72	
8	41,590	44,800	993.84	421.44	46,215	594.90	69.72	
9	42,054	45,300	993.84	471.12	46,765	594.90	69.72	
10	43,568	46,050	993.84	521.87	47,566	594.90	69.72	
11	44,061	46,600	993.84	573.67	48,168	594.90	69.72	
12	44,554	47,150	993.84	626.54	48,770	594.90	69.72	
13	45,047	47,700	993.84	680.48	49,374	594.90	69.72	
14	45,539	48,250	993.84	735.47	49,979	594.90	69.72	
15	46,052	48,850	993.84	791.53	50,635	594.90	69.72	
16	46,545	49,450	993.84	848.65	51,292	594.90	69.72	
17	47,038	50,050	993.84	906.83	51,951	594.90	69.72	
18	47,531	50,650	993.84	966.07	52,610	594.90	69.72	
19	48,024	51,250	993.84	1,026.38	53,270	594.90	69.72	
20	48,538	52,150	993.84	1,087.75	54,232	594.90	69.72	
21	49,031	52,850	993.84	1,150.18	54,994	594.90	69.72	
22	49,524	53,550	993.84	1,213.68	55,758	594.90	69.72	
23	50,018	54,250	993.84	1,278.23	56,522	594.90	69.72	
24	50,511	54,950	993.84	1,343.85	57,288	594.90	69.72	
25	51,971	55,750	993.84	1,410.53	58,154	594.90	69.72	
26	51,971	56,550	993.84	1,410.53	58,954	594.90	69.72	
27	51,971	57,350	993.84	1,410.53	59,754	594.90	69.72	
28	51,971	58,150	993.84	1,410.53	60,554	594.90	69.72	
29	51,971	58,950	993.84	1,410.53	61,354	594.90	69.72	
30	51,971	59,950	993.84	1,410.53	62,354	594.90	69.72	
31	51,971	60,950	993.84	1,410.53	63,354	594.90	69.72	
32	51,971	60,950	993.84	1,410.53	63,354	594.90	69.72	
33	51,971	60,950	993.84	1,410.53	63,354	594.90	69.72	
34	51,971	61,950	993.84	1,410.53	64,354	594.90	69.72	
35	51,971	61,950	993.84	1,410.53	64,354	594.90	69.72	
36	51,971	61,950	993.84	1,410.53	64,354	594.90	69.72	
37	51,971	62,950	993.84	1,410.53	65,354	594.90	69.72	
38	51,971	62,950	993.84	1,410.53	65,354	594.90	69.72	
39	51,971	62,950	993.84	1,410.53	65,354	594.90	69.72	
40	51,971	63,950	993.84	1,410.53	66,354	594.90	69.72	
41	51,971	63,950	993.84	1,410.53	66,354	594.90	69.72	

* Teachers who obtained National Board Certification after June 30, 2013, will receive an additional amount required by the state department (except those teachers who applied for NBC prior to June 30, 2013, who are under the previous NBC bonus program).

** Includes the district portion of single health (\$17.76 X 24 = \$426.24/year), dental (\$16.47 X 24 = \$395.28/year), vision (\$.34 X 24 = \$8.16/year), life (\$1.70 X 24 = \$40.80/year), short-term disability and long-term disability (\$5.14 X 24 = \$123.36/year) above state Flexible Benefit Allowance.

*** Represents the qualified Oklahoma certification step and can be different from the district step. Only the qualified Oklahoma certification step can be utilized for the TRS credit.

**** The State Flexible Benefit Allowance-A is \$594.90 per month (\$594.90 x 12 = \$7,138.80/year). One half of the monthly amount (\$297.45) to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule. SFBA-A is only available to employees who participate in the district's group health insurance plans.

***** The State Flexible Benefit Allowance-B is \$69.72 per month (\$69.72 x 12 = \$836.64/year). One half of the monthly amount to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule.

**UNION PUBLIC SCHOOLS
UCTA SALARY INDEX AND SCALE
2018-2019**

MASTER'S + 15								
District Step	State Minimum *	Base Salary *	District-Paid Benefits **	State-Paid TRS Credit ***	Total Annual Compensation	Monthly State Flexible Benefit Allowance A****	Monthly State Flexible Benefit Allowance B*****	
0	37,991	41,500	993.84	60.15	42,554	594.90	69.72	
1	38,425	41,950	993.84	103.41	43,047	594.90	69.72	
2	38,859	42,400	993.84	145.65	43,539	594.90	69.72	
3	39,294	42,850	993.84	188.15	44,032	594.90	69.72	
4	39,728	43,300	993.84	233.33	44,527	594.90	69.72	
5	40,200	43,800	993.84	278.76	45,073	594.90	69.72	
6	40,663	44,300	993.84	325.26	45,619	594.90	69.72	
7	41,127	44,800	993.84	372.82	46,167	594.90	69.72	
8	41,590	45,300	993.84	421.44	46,715	594.90	69.72	
9	42,054	45,800	993.84	471.12	47,265	594.90	69.72	
10	43,568	46,650	993.84	521.87	48,166	594.90	69.72	
11	44,061	47,200	993.84	573.67	48,768	594.90	69.72	
12	44,554	47,750	993.84	626.54	49,370	594.90	69.72	
13	45,047	48,300	993.84	680.48	49,974	594.90	69.72	
14	45,539	48,850	993.84	735.47	50,579	594.90	69.72	
15	46,052	49,450	993.84	791.53	51,235	594.90	69.72	
16	46,545	50,050	993.84	848.65	51,892	594.90	69.72	
17	47,038	50,650	993.84	906.83	52,551	594.90	69.72	
18	47,531	51,250	993.84	966.07	53,210	594.90	69.72	
19	48,024	51,850	993.84	1,026.38	53,870	594.90	69.72	
20	48,538	52,850	993.84	1,087.75	54,932	594.90	69.72	
21	49,031	53,550	993.84	1,150.18	55,694	594.90	69.72	
22	49,524	54,250	993.84	1,213.68	56,458	594.90	69.72	
23	50,018	54,950	993.84	1,278.23	57,222	594.90	69.72	
24	50,511	55,650	993.84	1,343.85	57,988	594.90	69.72	
25	51,971	56,450	993.84	1,410.53	58,854	594.90	69.72	
26	51,971	57,250	993.84	1,410.53	59,654	594.90	69.72	
27	51,971	58,050	993.84	1,410.53	60,454	594.90	69.72	
28	51,971	58,850	993.84	1,410.53	61,254	594.90	69.72	
29	51,971	59,650	993.84	1,410.53	62,054	594.90	69.72	
30	51,971	60,750	993.84	1,410.53	63,154	594.90	69.72	
31	51,971	61,750	993.84	1,410.53	64,154	594.90	69.72	
32	51,971	61,750	993.84	1,410.53	64,154	594.90	69.72	
33	51,971	61,750	993.84	1,410.53	64,154	594.90	69.72	
34	51,971	62,750	993.84	1,410.53	65,154	594.90	69.72	
35	51,971	62,750	993.84	1,410.53	65,154	594.90	69.72	
36	51,971	62,750	993.84	1,410.53	65,154	594.90	69.72	
37	51,971	63,750	993.84	1,410.53	66,154	594.90	69.72	
38	51,971	63,750	993.84	1,410.53	66,154	594.90	69.72	
39	51,971	63,750	993.84	1,410.53	66,154	594.90	69.72	
40	51,971	64,750	993.84	1,410.53	67,154	594.90	69.72	
41	51,971	64,750	993.84	1,410.53	67,154	594.90	69.72	

* Teachers who obtained National Board Certification after June 30, 2013, will receive an additional amount required by the state department (except those teachers who applied for NBC prior to June 30, 2013, who are under the previous NBC bonus program).

** Includes the district portion of single health (\$17.76 X 24 = \$426.24/year), dental (\$16.47 X 24 = \$395.28/year), vision (\$.34 X 24 = \$8.16/year), life (\$1.70 X 24 = \$40.80/year), short-term disability and long-term disability (\$5.14 X 24 = \$123.36/year) above state Flexible Benefit Allowance.

*** Represents the qualified Oklahoma certification step and can be different from the district step. Only the qualified Oklahoma certification step can be utilized for the TRS credit.

**** The State Flexible Benefit Allowance-A is \$594.90 per month (\$594.90 x 12 = \$7,138.80/year). One half of the monthly amount (\$297.45) to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule. SFBA-A is only available to employees who participate in the district's group health insurance plans.

***** The State Flexible Benefit Allowance-B is \$69.72 per month (\$69.72 x 12 = \$836.64/year). One half of the monthly amount to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule.

**UNION PUBLIC SCHOOLS
UCTA SALARY INDEX AND SCALE
2018-2019**

MASTER'S + 30							
District Step	State Minimum *	Base Salary *	District-Paid Benefits **	State-Paid TRS Credit ***	Total Annual Compensation	Monthly State Flexible Benefit Allowance A****	Monthly State Flexible Benefit Allowance B*****
0	37,991	43,000	993.84	60.15	44,054	594.90	69.72
1	38,425	43,450	993.84	103.41	44,547	594.90	69.72
2	38,859	43,900	993.84	145.65	45,039	594.90	69.72
3	39,294	44,350	993.84	188.15	45,532	594.90	69.72
4	39,728	44,800	993.84	233.33	46,027	594.90	69.72
5	40,200	45,300	993.84	278.76	46,573	594.90	69.72
6	40,663	45,800	993.84	325.26	47,119	594.90	69.72
7	41,127	46,300	993.84	372.82	47,667	594.90	69.72
8	41,590	46,800	993.84	421.44	48,215	594.90	69.72
9	42,054	47,300	993.84	471.12	48,765	594.90	69.72
10	43,568	48,250	993.84	521.87	49,766	594.90	69.72
11	44,061	48,800	993.84	573.67	50,368	594.90	69.72
12	44,554	49,350	993.84	626.54	50,970	594.90	69.72
13	45,047	49,900	993.84	680.48	51,574	594.90	69.72
14	45,539	50,450	993.84	735.47	52,179	594.90	69.72
15	46,052	51,050	993.84	791.53	52,835	594.90	69.72
16	46,545	51,650	993.84	848.65	53,492	594.90	69.72
17	47,038	52,250	993.84	906.83	54,151	594.90	69.72
18	47,531	52,850	993.84	966.07	54,810	594.90	69.72
19	48,024	53,450	993.84	1,026.38	55,470	594.90	69.72
20	48,538	54,550	993.84	1,087.75	56,632	594.90	69.72
21	49,031	55,250	993.84	1,150.18	57,394	594.90	69.72
22	49,524	55,950	993.84	1,213.68	58,158	594.90	69.72
23	50,018	56,650	993.84	1,278.23	58,922	594.90	69.72
24	50,511	57,350	993.84	1,343.85	59,688	594.90	69.72
25	51,971	58,150	993.84	1,410.53	60,554	594.90	69.72
26	51,971	58,950	993.84	1,410.53	61,354	594.90	69.72
27	51,971	59,750	993.84	1,410.53	62,154	594.90	69.72
28	51,971	60,550	993.84	1,410.53	62,954	594.90	69.72
29	51,971	61,350	993.84	1,410.53	63,754	594.90	69.72
30	51,971	62,550	993.84	1,410.53	64,954	594.90	69.72
31	51,971	63,550	993.84	1,410.53	65,954	594.90	69.72
32	51,971	63,550	993.84	1,410.53	65,954	594.90	69.72
33	51,971	63,550	993.84	1,410.53	65,954	594.90	69.72
34	51,971	64,550	993.84	1,410.53	66,954	594.90	69.72
35	51,971	64,550	993.84	1,410.53	66,954	594.90	69.72
36	51,971	64,550	993.84	1,410.53	66,954	594.90	69.72
37	51,971	65,550	993.84	1,410.53	67,954	594.90	69.72
38	51,971	65,550	993.84	1,410.53	67,954	594.90	69.72
39	51,971	65,550	993.84	1,410.53	67,954	594.90	69.72
40	51,971	66,550	993.84	1,410.53	68,954	594.90	69.72
41	51,971	66,550	993.84	1,410.53	68,954	594.90	69.72

* Teachers who obtained National Board Certification after June 30, 2013, will receive an additional amount required by the state department (except those teachers who applied for NBC prior to June 30, 2013, who are under the previous NBC bonus program).

** Includes the district portion of single health (\$17.76 X 24 = \$426.24/year), dental (\$16.47 X 24 = \$395.28/year), vision (\$.34 X 24 = \$8.16/year), life (\$1.70 X 24 = \$40.80/year), short-term disability and long-term disability (\$5.14 X 24 = \$123.36/year) above state Flexible Benefit Allowance.

*** Represents the qualified Oklahoma certification step and can be different from the district step. Only the qualified Oklahoma certification step can be utilized for the TRS credit.

**** The State Flexible Benefit Allowance-A is \$594.90 per month (\$594.90 x 12 = \$7,138.80/year). One half of the monthly amount (\$297.45) to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule. SFBA-A is only available to employees who participate in the district's group health insurance plans.

***** The State Flexible Benefit Allowance-B is \$69.72 per month (\$69.72 x 12 = \$836.64/year). One half of the monthly amount to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule.

**UNION PUBLIC SCHOOLS
UCTA SALARY INDEX AND SCALE
2018-2019**

DOCTOR								
District Step	State Minimum *	Base Salary *	District-Paid Benefits **	State-Paid TRS Credit ***	Total Annual Compensation	Monthly State Flexible Benefit Allowance A****	Monthly State Flexible Benefit Allowance B*****	
0	39,381	46,500	993.84	60.15	47,554	594.90	69.72	
1	39,815	46,950	993.84	103.41	48,047	594.90	69.72	
2	40,249	47,400	993.84	145.65	48,539	594.90	69.72	
3	40,684	47,850	993.84	188.15	49,032	594.90	69.72	
4	41,118	48,300	993.84	233.33	49,527	594.90	69.72	
5	41,590	48,800	993.84	278.76	50,073	594.90	69.72	
6	42,054	49,300	993.84	325.26	50,619	594.90	69.72	
7	42,517	49,800	993.84	372.82	51,167	594.90	69.72	
8	42,980	50,300	993.84	421.44	51,715	594.90	69.72	
9	43,444	50,800	993.84	471.12	52,265	594.90	69.72	
10	45,945	51,850	993.84	521.87	53,366	594.90	69.72	
11	46,438	52,400	993.84	573.67	53,968	594.90	69.72	
12	46,931	52,950	993.84	626.54	54,570	594.90	69.72	
13	47,424	53,500	993.84	680.48	55,174	594.90	69.72	
14	47,916	54,050	993.84	735.47	55,779	594.90	69.72	
15	48,430	54,650	993.84	791.53	56,435	594.90	69.72	
16	48,923	55,250	993.84	848.65	57,092	594.90	69.72	
17	49,416	55,850	993.84	906.83	57,751	594.90	69.72	
18	49,909	56,450	993.84	966.07	58,410	594.90	69.72	
19	50,402	57,050	993.84	1,026.38	59,070	594.90	69.72	
20	50,917	58,250	993.84	1,087.75	60,332	594.90	69.72	
21	51,410	58,950	993.84	1,150.18	61,094	594.90	69.72	
22	51,903	59,650	993.84	1,213.68	61,858	594.90	69.72	
23	52,397	60,350	993.84	1,278.23	62,622	594.90	69.72	
24	52,890	61,050	993.84	1,343.85	63,388	594.90	69.72	
25	54,395	61,850	993.84	1,410.53	64,254	594.90	69.72	
26	54,395	62,650	993.84	1,410.53	65,054	594.90	69.72	
27	54,395	63,450	993.84	1,410.53	65,854	594.90	69.72	
28	54,395	64,250	993.84	1,410.53	66,654	594.90	69.72	
29	54,395	65,050	993.84	1,410.53	67,454	594.90	69.72	
30	54,395	66,350	993.84	1,410.53	68,754	594.90	69.72	
31	54,395	67,350	993.84	1,410.53	69,754	594.90	69.72	
32	54,395	67,350	993.84	1,410.53	69,754	594.90	69.72	
33	54,395	67,350	993.84	1,410.53	69,754	594.90	69.72	
34	54,395	68,350	993.84	1,410.53	70,754	594.90	69.72	
35	54,395	68,350	993.84	1,410.53	70,754	594.90	69.72	
36	54,395	68,350	993.84	1,410.53	70,754	594.90	69.72	
37	54,395	69,350	993.84	1,410.53	71,754	594.90	69.72	
38	54,395	69,350	993.84	1,410.53	71,754	594.90	69.72	
39	54,395	69,350	993.84	1,410.53	71,754	594.90	69.72	
40	54,395	70,350	993.84	1,410.53	72,754	594.90	69.72	
41	54,395	70,350	993.84	1,410.53	72,754	594.90	69.72	

* Teachers who obtained National Board Certification after June 30, 2013, will receive an additional amount required by the state department (except those teachers who applied for NBC prior to June 30, 2013, who are under the previous NBC bonus program).

** Includes the district portion of single health (\$17.76 X 24 = \$426.24/year), dental (\$16.47 X 24 = \$395.28/year), vision (\$.34 X 24 = \$8.16/year), life (\$1.70 X 24 = \$40.80/year), short-term disability and long-term disability (\$5.14 X 24 = \$123.36/year) above state Flexible Benefit Allowance.

*** Represents the qualified Oklahoma certification step and can be different from the district step. Only the qualified Oklahoma certification step can be utilized for the TRS credit.

**** The State Flexible Benefit Allowance-A is \$594.90 per month (\$594.90 x 12 = \$7,138.80/year). One half of the monthly amount (\$297.45) to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule. SFBA-A is only available to employees who participate in the district's group health insurance plans.

***** The State Flexible Benefit Allowance-B is \$69.72 per month (\$69.72 x 12 = \$836.64/year). One half of the monthly amount to be paid on a semi-monthly (twice per month) basis commencing and ending with the negotiated salary-payment schedule.

Salary-Payments

Employee pay shall be per placement on the salary schedule. Payment will be on a semi-monthly (twice a month) basis commencing September and ending in August. Payment of July and August earnings will be available on or around the close of the fiscal year.

Adopted Negotiated Policy, 8-26-91

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 8-28-01

Revised Negotiated Policy, 10-14-02

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 5-14-07

Revised Negotiated Policy, 8-11-08

Stipend

Non-recurring, one-time 2017-2018 funds have been accrued through employees' conscientious efforts to control spending and to collect revenue due to the district. The accrued funds were allocated to the UCTA, USPA and administrator/associate employee groups with the primary intention of utilizing the funds for employee retention. Any stipend paid to any employee eligible for membership in the bargaining unit from the 2017-2018 fiscal year funds shall be paid for that fiscal year only. In addition, any stipend paid to any employee eligible for membership in the bargaining unit from the 2017-2018 fiscal year shall NOT be included in the definition of "salary" or "salary level" or "benefits" or "compensation" in determining any employee's salary or salary level or benefits or compensation under any statute of the state or under any current or future collective bargaining agreement between the parties. Applicable teachers' retirement and all other legally required withholding and matching payments will be made on all stipends paid. The one-time stipends will be payable from the appropriate 2017-2018 General, Building and/or Child Nutrition funds.

For temporary employees for which Human Resources has not received the rehire HR-100 for the 2018-2019 school year by June 25, if the HR-100 to rehire the temporary employee is received in the Human Resources Department by August 20, the employee can file an appeal in writing to the Executive Director of Human Resources no later than August 24, 2018.

The district administration and/or Board of Education reserve the right to change the total dollar amount and/or percentage allocated for the 2017-2018 stipend and associated benefits for UCTA, USPA and administrative/associate employees by June 30 as necessary to accommodate changes in anticipated revenues or expenditures for fiscal year 2017-2018. The change to the total dollar amount and/or percentage allocated may be either increased or decreased. Any changes made to the total dollar amount and/or percentage allocated for year-end stipends will be reallocated proportionately.

Checks issued in 2018 for the one-time, non-recurring 2017-2018 stipend which are not cashed by September 26, 2018, will be cancelled and not reissued.

Recommendations for 2017-2018 one-time stipends for the UCTA employee group are as per the following requirements:

A one-time stipend of 5.0 %, the amount of which will be calculated for work performed during 2017-2018, will be distributed on specified dates in July 2018. For 2017-2018 full-time certified teachers who qualify as per the requirements below, the stipend will be calculated on the 2017-2018 BASE teacher salary schedule. For teachers who qualify but were hired after July 1, 2017, but before February 15, 2018, the stipend will be calculated on the contract time worked during 2017-2018 as per the base teacher salary schedule. The base teacher salary excludes any extra-duty contract pay, retirement, adjustments, extra days or hours, or stipends received (except National Board Certification stipends). The one-time, non-recurring stipend will be distributed on certain specified dates in July 2018, to employees who must meet all the following requirements:

- For the one-time 2017-2018 stipend, the certified employee must sign in and attend an additional professional development session on the date and time scheduled by the employee's principal or director in 2018, and such extra-duty work time must be outside regular contract days, or attend and sign in at an approved make-up session prior to June 15, 2018.
- The certified employee must (1) be on active, full- or part-time employment status with Union during the 2017-2018 school year, (2) received a 2017-2018 paycheck dated June 2018, and (3) complete their contract through and including the date of the end of their annual primary 2017-2018 contract, and (4) intend to return to Union Public Schools for the 2018-2019 school year.. Individuals who otherwise qualify but who are on approved military leave, FMLA, or Workers' Compensation leave qualify.
- The stipend will be calculated on the BASE salary on the current 2017-2018 teacher salary schedule, and for less than full-time teachers, the stipend will be calculated on their percent of full-time employment in 2017-2018.
- The stipends for National Board Certification for National Board Certified teachers will be included in the base pay calculation.
- Employees who meet the above criteria, except who started full-time or part-time employment with Union on or after February 15, 2018, do not qualify to receive the 2017-2018 stipend.
- Employees who otherwise qualify but retire through ERI or TRS must complete their scheduled 2017-2018 contract work calendar and attend the extra-duty professional development session in 2018 in order to receive a stipend.
- Administrative interns are considered teachers on special assignment and qualify for the stipend under the UCTA agreement if they meet all of the other stipend requirements.
- Employees who resign or are not returning for the 2018-2019 school year are not eligible for the 2017-2018 retention stipend. Employees who are going on LOA for 2018-2019 are not eligible for the 2017-2018 stipend.
- The stipend payment for an employee who otherwise qualifies as an eligible paid employee but is deceased at the time of distribution will be paid to the employee's estate.
- The base pay used for the March 10 paycheck is used to calculate the stipend base pay.
- Prior to receiving their 2017-2018 retention stipend, eligible employees will sign an employment contract obligating them to return for the 2018-2019 school year and must sign an agreement to pay back the stipend if the employee resigns prior to September 30, 2018. This agreement will also authorize payroll deduction of the stipend amount from any remaining paycheck(s) if resignation* occurs prior to September 30, 2018. Other payment methods may be arranged if there is no paycheck from which to deduct the stipend amount.
- The district is not obligated to accept an employee resignation during the contract year and will only release an employee from his/her contract at the district's discretion. If a release from contract is granted prior to September 30, 2018, the employee will be required to pay back the retention stipend. If the district does not agree to release a certified employee from contract, and the employee signs a contract with another school district, under Oklahoma law, the State Department of Education can revoke the employee's certification for the remainder of that school year.
- All eligible employees must pick up (in person), show ID, and sign for the one-time stipend at the designated payroll pickup at the Education Service Center during business hours on the following dates in July 2018: Wednesday and Thursday, July 11 and 12, and Monday through Thursday, July 16-26. -Stipend checks will not be mailed except for retirees. Any current Union Public Schools employee who has a special situation preventing him/her from picking up his/her stipend check on one of these specified July dates may request authorization for a later pickup date by submitting his/her explanation in writing to the Executive Director of Human Resources by July 27, 2018. Any stipend checks not distributed prior to August 1, 2018, will be voided and the individual will have forfeited receipt of the stipend, other than checks for active employees or retirees who have received authorization for late pickup. If the employee does not come by the date authorized as the late pickup date by the Executive Director of Human Resources, the stipend check will be voided and the individual will have forfeited receipt of the stipend.

Any employee wishing to file an appeal regarding receipt (or other aspect) of the stipend, must do so in writing to the Executive Director of Human Resources, and the written appeal must be received by the Executive Director of

Human Resources no later than 5:00 p.m. on August 24, 2018. If an appeal is granted, TRS contributions may be adversely affected for reissued checks.

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

Revised Negotiated Policy, 8-5-97
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-30-99
Revised Negotiated Policy, 8-18-00
Revised Negotiated Policy, 8-28-01
Revised Negotiated Policy, 10-14-02
Revised Negotiated Policy, 6-19-03
Revised Negotiated Policy, 8-30-04
Revised Negotiated Policy, 8-29-05
Revised Negotiated Policy, 5-14-07
Revised Negotiated Policy, 6-26-07
Revised Negotiated Policy, 8-11-08
Revised Negotiated Policy, 8-10-09
Revised Negotiated Policy, 6-11-12
Revised Negotiated Policy, 6-10-13
Revised Negotiated Policy, 6-9-14
Revised Negotiated Policy, 6-8-15
Revised Negotiated Policy, 6-13-16
Revised Negotiated Policy, 6-12-17
Revised Negotiated Policy, 6-11-18

Health, Dental, Short-Term Disability, Long-Term Disability & Life

Beginning with the health insurance premiums in June of 2009 for health insurance coverage for the 2009-2010 fiscal year, the district will pay up to the differential between the State flexible allowance amount and the single premium rate of the district's Self-Insured Medical Indemnity Plan (PPO) towards the full-time certified employee's choice of a district-offered health insurance plan. The district will also pay the single premium for dental and vision insurance for full-time certified employees. For certified employees who are at least half-time certified employees, the district will pay one-half of the amount that the district pays for full-time certified employees towards health, dental and vision insurance. The district will pay the full premium for life insurance and disability for full-time and at least half-time certified employees.

Life Insurance

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

State Flexible Monthly Allowance (State FBA-A & B)

For the school year, the state shall pay to the district a monthly flexible benefit allowance, State FBA-B, in the amount of \$69.72 per full-time and half-time certified employee to be used to offset the cost of each full-time and half-time certified employee's individual insurance coverage. In addition, the state is expected to pay the district a second monthly flexible benefit allowance, State FBA-A, which will only be granted to full-time employees who have district-offered health insurance. The dollar amount of the second State FBA-A is set by the State of Oklahoma. The district will pay the State FBA-A to the employee in the form of a monthly stipend. For the school year, the state is expected to pay to the district a monthly State FBA-B in an amount not to exceed \$69.72 for each certified employee. In accordance with the elections made by the district's employees with respect to the district's plan under Section 125 of the Internal Revenue Code (the "125 Plan"), the district will apply \$69.72 of the monthly State FBA-B toward the payment of health, dental or vision coverage premiums for those employees who have elected district health, dental or vision insurance coverage. Any portion of the

monthly State FBA-B \$69.72 which such employees do not apply for the purchase of health, dental or vision insurance coverage under the district's 125 Plan will be paid to the employees as additional cash compensation, subject to all applicable withholdings. Employees enrolled in district health, dental or vision coverage must apply the State FBA-B toward the cost of coverage through the district's 125 Plan. The remaining portion of the single health, dental and vision coverage paid by the district, for full-time and at least half-time employees, shall be paid by the district directly to the insurance plan. The monthly State FBA-A or B does not qualify as compensation for retirement purposes. The bill requires the money be pretaxed if it is used for insurance so the district can use state's money to pay the insurance.

Adopted Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 8-28-01

Revised Negotiated Policy, 10-14-02

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 8-29-05

Revised Negotiated Policy, 8-27-07

Revised Negotiated Policy, 8-11-08

Revised Negotiated Policy, 9-13-10

TEACHER SELECTION/REPRESENTATION ON BOARD COMMITTEES

The Union Classroom Teachers' Association shall be notified of any standing Board committees and any other special committees established by the Board. The Board will determine the number of teachers to serve on any such committees and the teachers who serve on these committees shall be selected by the UCTA and presented to the Board of Education.

No teacher shall serve on more than one committee with the exception of the UCTA officers and chief negotiator.

Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-20-90

NONDISCRIMINATORY PERSONNEL POLICIES/AFFIRMATIVE ACTION

The Union Public School's Board of Education believes that personnel policies and practices must guarantee that no person be employed, retained, paid, dismissed, suspended, demoted, transferred, retired, or discriminated against because of race, color, national origin, religious beliefs, residence, physical disability, political activities, professional association activity, age, marital status, family relationship, sex, or sexual orientation.

The Union Public Schools shall, therefore, make a concerted effort to recruit, hire, retain, and promote ethnic/minority groups.

Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-14-95

NEGOTIATED POLICY BOOKLET

The Board of Education shall assemble and print a booklet containing the ratified agreements by the Union Classroom Teachers' Association and the Board of Education within forty-five (45) days of ratification unless extenuating circumstances prevail. A copy of this booklet shall be distributed by the Human Resources Department to all new employees who are eligible members of the bargaining unit of the district. The Communications Department shall post a copy of this booklet online available to all eligible members of the bargaining unit.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 6-10-13

ASSOCIATION LEAVE
Union Classroom Teachers' Association

A pool of thirty (30) days shall be provided to the Association for the purpose of OEA Delegate Assembly, legislative visits, Association-related professional meetings, and Association business.

Written request for use of Association leave shall be made to the Superintendent or designee through the President of the Association twenty-four (24) hours in advance of the anticipated absence.

Adopted Negotiated Policy, 12-5-88

Revised Negotiated Policy, 11-6-89

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 8-5-97

Revised Negotiated Policy, 6-11-18

RELEASE TIME FOR UCTA PRESIDENT
Union Classroom Teachers' Association

The President of the Union Classroom Teachers' Association shall be provided with eight (8) days of annual leave to be used to conduct official business of the Association. The Association shall reimburse the Board for the cost of a substitute for eight (8) days of annual leave. The Association agrees to notify the administration no less than one (1) day in advance of taking a day of leave. The UCTA President is exempt from the duty schedule at his/her school.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 8-5-97

PROFESSIONAL DEVELOPMENT

The majority of the members of the Professional Development Committee shall be composed of classroom teachers. The teacher members shall be selected by a designated administrator of the school district from a list of teacher volunteers. The members selected shall be subject to the approval of a majority vote of the teachers at the site. At a minimum, once every four (4) years the committee shall include at least one school counselor.

To facilitate relevant professional development throughout the year, each building professional development rep shall chair a quarterly building committee to provide the district committee with feedback as to building professional development needs, concerns, etc.

Adopted Negotiated Policy, 2-8-88
Revised Negotiated Policy, 8-20-90
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 10-1-96
Revised Negotiated Policy, 8-5-97
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-29-05
Revised Negotiated Policy, 6-9-14

SCHOOL CALENDAR

The Board of Education shall adopt a one-year calendar. The Union Classroom Teachers' Association shall, prior to February 15 of each year, present written input to the Superintendent regarding the members of the bargaining unit's preferences for the ensuing school year's calendar. The Superintendent shall include the UCTA data in presenting calendar proposals to the Board of Education.

School calendars shall meet requirements as specified by State Law.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 10-1-96

Revised Negotiated Policy, 8-5-97

RETIREMENT CONTRIBUTION

The Board of Education shall “pick-up” all retirement contributions made by district employees to the regular retirement plan of the Teachers’ Retirement System of Oklahoma (“TRS”), rendering that contribution exempt from current Federal and Oklahoma income taxes under current law. F.I.C.A. taxes shall be withheld on such contributions. The salary of each district employee shall be reduced by the amount of the employee contributions “picked-up” by the district. The Board reserves the right to modify or terminate the pick-up program at any time, subject to the provisions of any negotiated agreement to which the Board may be a party.

Negotiated Policy, 9-7-82

Revised Negotiated Policy, 8-26-91

ASSOCIATION RIGHTS

The Association is defined as the bargaining agent as recognized by the Board of Education.

1. The Association shall have the right to use school e-mail and school mailboxes to distribute information to its members and may provide a receptacle for its communications at each school and work site, but use of district mail delivery shall not be permitted due to federal law. Copies of newsletters, ballots, and other materials to be distributed will be sent to the Executive Director of Human Resources.
2. The Association shall have the right to use school equipment (typewriters, thermofax, ditto, and xerox) providing that the Association provides its own paper. The equipment will be used at appropriate times after being cleared with the building principal.
3. The Association Officers (4) can leave school at school dismissal time to conduct Association business. The Officers will check with the building principal and clear that he/she is not needed for teacher meetings, conferences, or department meetings.
4. The Association members may leave school at school dismissal time twice a year to attend an Association general meeting. The meeting time and place will be cleared with the Executive Director of Human Resources, and building principals will be notified.
5. The Association Officers (4) and building representatives may leave at school dismissal time to attend a monthly meeting. Each officer and representative will check with the building principal prior to the day of the meeting to clear his/her dismissal.
6. The Association may apply for professional leave for its officers and members to attend state and national meetings, lobbying activities, and pressing legal Association business. The guidelines for application of professional leave will be followed.
7. The Association President and Chief Negotiator shall receive a school board briefing packet before each school board meeting. The packet shall include only proposals to be voted upon, an agenda, and any pertinent data or proposals for discussion. Personnel material and any other confidential material shall be excluded.
8. The Association shall have the right to use school buildings for Association meetings. Meetings will be scheduled before and after school hours and will be cleared through the building principal. General meetings will be cleared with the Executive Director of Human Resources.
9. The Association President and/or other Association representatives shall be allowed to visit the schools for the purpose of meeting with individual teachers. All such visitation shall be allowed before and/or after the teacher's work day, or after the student day with the approval of the principal(s). Association representatives may go to other schools, for the purpose of delivering materials to the main office, after their work day. Upon arrival at a school, the Association representative shall make his/her presence known to the building principal or designee.

Adopted Negotiated Policy, 12-5-88

Revised Negotiated Policy, 11-6-89

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 8-27-07

Revised Negotiated Policy, 6-12-17

RELEASE TIME FOR UCTA/OEA/NEA OFFICERS

One teacher elected to a full or part-time office in the Union Classroom Teachers Association (UCTA), the Oklahoma Education Association (OEA), or the National Education Association (NEA) shall be granted corresponding release from all school district duties with full (or pro-rated, if half-time) salary and benefits for the term of the release. The district has discretion to determine if the leave will be full-time or half-time. The teacher may terminate the release prior to the end of the term of office upon notification to the Board, but only at the semester and with the approval of the district. Upon expiration of the term of office or termination of the release by the teacher and following written notification to the Board, the teacher shall be returned to the worksite and position he/she held immediately prior to the commencement of the release, if that position is vacant. If the same position is not currently vacant, the teacher shall be returned to a comparable position in the school district. During the term of the release, the teacher shall accrue all district experience, benefits, stipend and salary credit as other teachers continuously employed by the Board. UCTA will reimburse to the district the amount of the teacher's salary, benefits and impact costs paid to the teacher by the district while the teacher is on release.

Adopted Negotiated Policy, 8-30-99

PERSONNEL SECURITY

- A. The Board of Education acknowledges the need for its employees to perform their duties in a safe, secure, and non-threatening atmosphere. The Board recognizes, however, that a possibility of an on-the-job assault or battery or assault and battery on an employee exists. The following policy shall be effectuated in accordance with Oklahoma state law Assault on School District Employees.
- B. This policy applies only to assaults and/or batteries inflicted on School District employees while acting within the scope of their employment. When assaults or batteries occur, the following procedures shall be utilized:
 - 1. A written report of the incident and action taken shall be submitted by the principal or immediate supervisor to the Superintendent. The employee shall have the right to submit a written report of his/her version of the incident.
 - 2. The immediate supervisor or principal will notify the police or other law enforcement officials of the assault or battery and provide other appropriate assistance.
 - 3. Leave with pay shall be granted to an employee for all court appearances in criminal cases arising out of any assault and/or battery of the employee.
 - 4. The employee with an 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, shall be paid his/her full contract salary for the remainder of that school year or contract year or period, whichever is applicable, or for such period of time thereof as he/she is prevented from teaching or working as a result of the injury sustained or job loss caused by such injury during said school year or contract year or period for which he/she had been employed and during which he/she was injured not to exceed in any event the term of the contract. The district may file suit against such person(s) or their guardian(s) for reimbursement of payments so made.
 - 5. The Association shall have the right to reflect the concerns of the profession, in a written statement, at a student suspension or expulsion or disciplinary hearing resulting from such incidents.
- C. All visitors, parents, and workers must wear some type of identification or be escorted by school personnel while they are in the building. District level administrators, and the UCTA President and Vice-President are excluded from this requirement.
- D. Each building principal shall develop a written building security plan that is specifically designed to reduce the possibility of intrusion by unauthorized persons, and is in compliance with fire codes and school district policy concerning public school facilities. The principal shall meet and discuss this plan with his/her faculty at the beginning of each school year.
- E. Each Union Public School site shall establish a Safe School Committee to be composed of at least six (6) members. The Safe School Committee shall be composed of an equal number of teachers, parents of the children affected and students. The Safe School Committee shall study and make recommendations to the principal regarding unsafe conditions, possible strategies for students to avoid harm at school, student victimization, crime prevention, school violence, and other issues which prohibit the maintenance of a safe school.

Adopted Negotiated Policy, 11-6-89
Revised Negotiated Policy, 8-20-90
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 10-1-96
Revised Negotiated Policy, 9-13-10

CONTINUING PAYROLL DEDUCTION FOR PROFESSIONAL ORGANIZATION DUES

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

Adopted Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 8-29-05

ACTIVITY PASS

Certified employees and one guest will be admitted to all Union Public School sponsored activities/events by the employee presenting the current year I.D. Badge. Activities/events sponsored or co-sponsored by an outside entity, events at the UMAC and/or Wellness Center participation may be subject to charges.

Adopted Negotiated Policy, 6-13-94

Revised Negotiated Policy, 8-30-04

SECTION 125 PLAN - CHILD CARE - UNREIMBURSED MEDICAL

The Board of Education shall allow eligible certified employees to select among one or more non-taxable benefits according to Section 125 of the IRS code. Participants who select this program will be reimbursed for qualifying medical expenses under Code Section 105(b). The third party monthly administration fee and the one time only enrollment fee shall be at no cost to the employee.

Adopted Negotiated Policy, 12-5-88

Adopted Negotiated Policy Edited 8-26-91

Revised Negotiated Policy, 8-14-95

TRANSFER OF TOTAL YEARS OF TEACHING EXPERIENCE

All teachers being hired by Union Public Schools will be allowed to transfer into the system their total years' teaching experience as certified by the Oklahoma State Department of Education and will be placed on the appropriate step on the salary schedule to reflect these years of experience, with the exception of certified employees/teachers who are retired and who, by law, are not subject to the State minimum salary schedule. The Executive Director of Human Resources will determine the salary of a certified retiree/teacher based on various factors including the salary maximum applicable to the certified retiree (if any) under the Oklahoma Teachers Retirement System and the needs of the district.

Retired teachers who have completed their third (3rd) year of retirement will enter the salary schedule at Step 5 for their appropriate education level, moving up a step yearly for service.

Beginning in the 2016-2017 school year, newly hired teachers will be given all out-of-state years of teaching experience as verified by the Oklahoma State Department of Education.

Beginning in the 2016-2017 school year, previously hired teachers will be given credit for all out-of-state years of teaching experience beyond what they have already received from the district as verified by the Oklahoma State Department of Education.

Beginning in the 2017-2018 school year, teachers will be given credit for all full-time teaching experience at an accredited college or university, after submitting documentation required by the Human Resources department

Adopted Negotiated Policy, 1985-86

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 9-8-92

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 6-8-15

Revised Negotiated Policy, 6-13-16

Revised Negotiated Policy, 6-12-17

HIGHER EDUCATION REIMBURSEMENT

Certified personnel actively employed by the district through June 30 of the current school year who complete graduate level courses in their field of instruction or in college courses related to obtaining additional professional qualifications and who complete such courses and receive a grade which is equivalent to at least a 3.0 on a 4.0 scale, shall be reimbursed a portion of the tuition. Application must be made through the Senior Executive Director of Federal Programs. An annual fund of \$20,000 has been established for this purpose. If requests exceed the annual fund, then the district may prorate the reimbursement rate. Reimbursement will be made in accordance with tax laws.

GUIDELINES

The following procedures have been adopted to disburse the annual fund negotiated by the UCTA for higher education course reimbursement.

1. The reimbursement will be based on a maximum of up to \$75 per semester hour for graduate courses or up to \$30 per semester hour for undergraduate courses.
2. A maximum of six (6) hours course work per certified employee per semester (i.e., fall, spring, summer) may be reimbursed.
3. Employees are responsible to:
 - A. Submit applications for approval to: Senior Executive Director of Federal Programs by the end of the first week of the college classes.
 - B. Provide official verification of tuition charges and a course grade (i.e., transcript, grade sheet) by:
 - January 31 or fall course work
 - May 25 for spring course work
 - November 1 for summer course work

Grade and tuition charge verification will be made by the Senior Executive Director of Federal Programs at the Education Service Center. Reimbursement will be made to the recipients by June 30.

Adopted Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 8-29-05

Revised Negotiated Policy, 5-14-07

Revised Negotiated Policy, 6-13-16

COMPENSATION FOR TRAVELING TEACHERS

Any teacher whose assignment requires travel from building to building during the school day shall be paid for use of a personal automobile. Compensation shall be calculated at the prevailing IRS rate for mileage.

Any assignment requiring mileage reimbursement must have prior authorization of the respective director whose budget is affected. Claims should be compiled and submitted monthly.

A traveling teacher will have preparation time equal to other teachers in respective building sites and will be allowed not less than a 30 minute duty-free lunch period daily.

Adopted Negotiated Policy, 12-5-88

Revised Negotiated Policy, 6-13-94

Revised Negotiated Policy, 8-14-95

EXTRA DUTY PAY SCHEDULE

ELEMENTARY	
(Stipends per Building)	
<u>Position</u>	<u>Amount</u>
Counselor/1	\$ 3 1/177
Grade Level Department Chair/7	*
ELL Coordinator/1	500
Media Specialist/1	5 1/177
Language Arts Specialist/Coord/1	822
Safety Patrol/1	789
Science Lab Coordinator/1	789
Site-Based Stipend/1	412
Special Services Coordinator/1	1,026
Special Services Department Chair/1	*
Specialty Department Chair/1	*
Staff Development/1	544
Student Council/1	789
TV Studio News/1	624
Yearbook/1	544
6TH GRADE CENTER	
<u>Position</u>	<u>Amount</u>
ARC Department Chair/1	\$ *
Counselor/2	10 1/177
Detention Hall/2	1,230
ELL Coordinator/1	500
English Department Chair/1	*
Math Department Chair/1	*
Nurse Department Chair	1,155
Physical Education Department Chair/1	*
Reading Department Chair/1	*
Science Department Chair/1	*
Site-Based Stipend/1	618
Social Studies Department Chair/1	*
Special Services Coordinator/1	1,500
Special Services Department Chair/1	*
Specialty Department Chair/1	*
Staff Development/1	544
Student Council/1	789
Team Chair/Dept. Chair	789
7TH GRADE CENTER	
<u>Position</u>	<u>Amount</u>
ARC Department Chair/1	\$ *
Counselor/2	10 1/177
D-FY (2)	544
Detention Hall/2	1,230
ELL Coordinator/1	500
English Department Chair/1	*
Math Counts/1 for 6/7 campus	1,500
Math Department Chair/1	*
Media Specialist (6 & 7) /2	5 1/177
Physical Education Department Chair/1	*
Science Department Chair/1	*
Site-Based Stipend/1	618
Social Studies Department Chair/1	*
Special Services Coordinator/1	1,500
Special Services Department Chair/1	*
Specialty Department Chair/1	*
Staff Development/1	544
Student Council Sponsor/1	789
Team Chair/Dept. Chair	789
Yearbook (6 & 7)/1	1,496

8TH GRADE CENTER	
<u>Position</u>	<u>Amount</u>
Academic Coach/1	\$ 2,742
ARC Department Chair/1	*
Counselor/2	10 1/177
D-FY Sponsor/2	544
Detention Hall/2	1,230
ELL Coordinator/1	500
English Department Chair/1	*
Fine Arts Department Chair/1	*
Math Counts/1	1500
Math Department Chair/1	*
Media Specialist/1	5 1/177
NHS/1	686
Physical Education Department Chair/1	*
Robotics/1	2,057
Science Department Chair/1	*
Site-Based Stipend/1	618
Social Studies Department Chair/1	*
Special Services Coordinator/1	1,500
Special Services Department Chair/1	*
Specialty Department Chair/1	*
Staff Development/1	544
Student Council Sponsor/1	789
Yearbook/1	748
9TH GRADE CENTER	
<u>Position</u>	<u>Amount</u>
Academic Coach/1	\$ 2,742
ARC Department Chair/1	*
Business Department Chair/1	*
Counselor/2	10 1/177
D-FY Sponsor/2	544
Detention Hall/2	1,230
ELL Coordinator/1	500
English Department Chair/1	*
Fine Arts Department Chair/1	*
Foreign Language Department Chair/1	*
Freshman Class Sponsor/1	515
Key Club/1	624
Math Department Chair/1	*
Media Specialist/1	5 1/177
NHS/1	686
Physical Education Department Chair/1	*
Science Department Chair/1	*
Site-Based Stipend/1	618
Social Studies Department Chair/1	*
Special Services Coordinator/1	1,500
Special Services Department Chair/1	*
Specialty Department Chair/1	*
Staff Development/1	544
Student Council Sponsor/1	2,057
Asst. Student Council Sponsor/1	822
Yearbook/1	2,057

HIGH SCHOOL

<u>Position</u>	<u>Amount</u>
Academic Coach/2	\$ 2,742
ARC Department Chair/1	*
Business Department Chair/1	*
Counselor/7	10 1/177
D-FY Sponsor/2	544
Detention Hall/2	1,230
ELL Coordinator/3	500
English Curriculum Department Chair	950
English Data Department Chair	950
English RAO Department Chair	950
Fine Arts Department Chair/2	*
Foreign Language Department Chair/1	*
Home Economics Department Chair/1	*
Junior Class Sponsor/1	1,371
Key Club/1	686
Math Curriculum Department Chair	950
Math Data Department Chair	950
Math RAO Department Chair	950
Media Specialist/3	10 1/177
NHS/3	686
Physical Education Department Chair/1	*
Robotics Department Chair/1	2,742
Robotics Assistant/1	1,000
Science Curriculum Department Chair	950
Science Data Department Chair	950
Science Olympiad Dept Chair/1	2,742
Science Olympiad Assistant/1	1,000
Science RAO Department Chair	950
Senior Class Sponsor/1	1,371
Site-Based Stipend/3	618
Social Studies Curriculum Dept Chair	950
Social Studies Data Department Chair	950
Social Studies RAO Department Chair	950
Sophomore Class Sponsor/1	515
Special Services Coordinator/1	3,000
Special Services Department Chair/1	*
Specialty Department Chair/1	*
Staff Development/3	544
Student Council Sponsor/1	2,057
Asst. Student Council Sponsor/1	822
Yearbook/1	2,500

FINE ARTS

<u>Position</u>	<u>Amount</u>
Elementary Select Choir/13	\$ 789
Director of Orchestra/1	6,798
Asst. Orchestra Director/ 5	4,532 or 4@5,210
High School Band Director/1	11,330
High School Asst. Band Dir/7	7,210 or 6@8,210
6th Grade Vocal Music Instructor/2	1,133
7th Grade Vocal Music Instructor/1	1,133
8th Grade Vocal Music Instructor/1	3,000
9th Grade Vocal Music Instructor/1	3,000

FINE ARTS (Continued)

<u>Position</u>	<u>Amount</u>
High School Vocal Music Inst./1	\$ 5,000
8th Grade Select Drama/1	2,147
9th Grade Drama/2	2,147
High School Drama/1	11,330
Speech/Debate Dept Chair/1	6,000
Speech/Debate Assistant/2	2,500
Equipment Coordinator/1	4,363
Middle School Musical Director/1	1,500
Middle School Asst. Musical Director/2	1,000
High School Musical Director/1	2,575
High School Asst. Musical Director/4	1,000

DISTRICTWIDE

<u>Position</u>	<u>Amount</u>
Additional Instructional Hour ‡	\$ 5,000
(Secondary only)	
Alt. Ed. Department Chair Teacher/1	*
Alt. Ed. Counselor	10 1/177
Alt. Ed. D-FY Sponsor	544
Alt. Ed. Staff Development/1	544
Native American Coordinator/1	686
Native American Counselor	10 1/177
Psychologist 10 1/177 and 15%/ann. contract	
Psychometrist	10 1/177
Secondary Lunch Duty	varies by site

‡ (Only as needed and offered by district.

Teacher will forgo planning period or may teach before or after the instructional day.)

DISTRICTWIDE STAFF DEVELOPMENT

<u>Position</u>	<u>Amount</u>
Staff Development Chair	\$ 686
Staff Development Secretary	618
Outgoing Staff Development Chair	544

* Amount of stipend determined by the number of people Department Chair will supervise, excluding self.

<u>Number of People in Department</u>	<u>Stipend</u>
1-5	\$ 789
6-10	979
11-15	1,155

At the end of every year, teachers will be notified of all extra-duty positions, not connected to an assignment or curriculum, within the building and have an opportunity to submit their name for consideration.

When a teacher is unable to fulfill his/her extra-duty stipend duties, a replacement will be chosen and the remaining stipend will be prorated and paid to the replacement teacher.

ATHLETIC STIPENDS

Baseball:	Head Varsity Coach/1	\$ 6,655
	Asst. Varsity Coach/2	3,300
	Asst. J.V. Coach/3	2,750
Basketball:	Head Coach/2	9,350
	Asst. Coach/6	3,960
	Head Coach 9th Gr./4	2,750
	Head Coach 8th Gr./6	2,200
Cross Country:		
	Head Coach/1	3,300
	Asst. Coach/2	1,980
	Head Jr. High Coach Boys'/1	1,650
	Head Jr. High Coach Girls'/1	1,650
	Asst. Coach/2	968
Football:	Head Coach/1	12,100
	Asst. Head Coach/1	5,903
	Offensive Coord./1	5,903
	Defensive Coord./1	5,903
	Asst. Coach/9	4,400
	Asst. Coach 10th Gr./3	3,400
	Head Coach 9th (Coord.)/1	4,400
	Head Coach 9th Gr./1	3,520
	Asst. Coach 9th Gr./6	2,530
	Head Coach 8th (Coord.)/1	4,400
	Asst. Coach 8th Gr./7	2,200
Golf:	Head Coach/2	3,850
	Asst. Varsity Coach/2	2,200
	Jr. High Coach/2	1,760
Soccer:	Head Coach/2	5,500
	J.V. Coach/4	2,200
	Asst. 9th Coach/2	1,980
	Asst. Coach/2	1,925
Softball:	Head Coach/1	6,655
	Asst. Varsity Coach/1	3,300
	J.V. Coach/1	2,750
	Asst. J.V. Coach/1	3,300
	Asst. J.V. Coach/2	2,750
Slow-Pitch Softball:		
	Head Coach/1	6,655
	Asst. Varsity Coach/2	3,300
	Asst. J.V. Coach/3	2,750

ATHLETICS (Continued)

Swimming:	Head Coach/1	\$ 5,500
	Asst. Coach/2	1,980
Tennis:	Head Coach/2	3,850
	Asst. Varsity Coach/2	2,200
	Jr. High Coach/2	1,760
Track:	Head Coach/2	5,500
	Asst. Coach/5	2,200
	Head Jr. High Coach/1	2,750
	Asst. Jr. High Coach/6	1,650
Volleyball:	Head Coach/1	5,500
	Asst. Coach/1	2,200
	Head 9th Coach/1	2,200
	Asst. 9th Coach/1	1,980
	Head 8th Coach/1	1,980
	Asst. 8th Coach/2	1,760
Wrestling:		
	Head Coach/1	7,150
	Var. Asst. Coach (Coord.)/1	3,520
	J.V. Coach/Asst. Coach/1	3,300
	Head Coach 9th /2	3,300
	JV/Asst. Coach 9th/1	3,300
	Asst. Coach 9th/2	1,980
EQMT Controller/1		4,400
Special Olympics/8		550
Game Manager/3		1,210
Asst. Strength & Conditioning Coach/2		2,200

SPIRIT STIPENDS

Drill/Dance Team:		
	Drill Coach Varsity/1	\$ 7,986
	Drill Coach Varsity Asst./1	5,324
	Drill Coach JV/1	3,592
	Drill Coach 9th Gr./1	3,592
	Drill Coach 8th Gr./1	3,592
Cheer:	Cheer Coach Varsity/1	7,986
	Cheer Coach Varsity Asst./1	5,324
	Cheer Coach J.V./2	3,592
	Cheer Coach 9th Gr./2	3,592
	Cheer Coach 8th Gr./2	3,592
	Cheer Sponsor/1	863

SPIRIT STIPENDS (Continued)

Pom:	Pom Coach Varsity/1	7,986
	Pom Coach Varsity Asst./1	5,324
	Pom Coach J.V./2	3,592
	Pom Coach 9th Gr./1	3,592
	Pom Coach 8th Gr./2	3,592

The quantity of extra-duty stipends under this policy may be adjusted in any category or categories based on student participation. If a quantity of the extra-duty stipend is adjusted for this reason, the Executive Director of Human Resources will notify the Association President of the adjustment.

Adopted Negotiated Policy Revised, 8-26-91
Adopted Negotiated Policy Revised, 9-8-92
Adopted Negotiated Policy Revised, 6-21-93
Adopted Negotiated Policy Revised, 6-13-94
Adopted Negotiated Policy Revised, 8-14-95
Adopted Negotiated Policy Revised, 10-1-96
Adopted Negotiated Policy Revised, 8-5-97
Adopted Negotiated Policy Revised, 8-10-98
Adopted Negotiated Policy Revised, 8-30-99
Adopted Negotiated Policy Revised, 8-18-00
Adopted Negotiated Policy Revised, 8-28-01
Adopted Negotiated Policy Revised, 10-14-02
Adopted Negotiated Policy Revised, 6-19-03
Adopted Negotiated Policy Revised, 8-30-04
Adopted Negotiated Policy Revised, 8-29-05
Adopted Negotiated Policy Revised, 5-14-07
Adopted Negotiated Policy Revised, 8-27-07
Adopted Negotiated Policy Revised, 8-11-08
Adopted Negotiated Policy Revised, 9-13-10
Adopted Negotiated Policy Revised, 11-14-11
Adopted Negotiated Policy Revised, 6-11-12
Adopted Negotiated Policy Revised, 6-10-13
Adopted Negotiated Policy Revised, 6-9-14
Adopted Negotiated Policy Revised, 6-8-15
Adopted Negotiated Policy Revised, 6-13-16
Adopted Negotiated Policy Revised, 6-12-17
Adopted Negotiated Policy Revised, 6-11-18

TEACHER WORK DAY/WORK YEAR

A. TEACHER WORK DAY

The term “teacher work day” as used in this agreement shall mean that the work day begins thirty (30) minutes before the beginning of students’ classroom instruction. Teachers shall be permitted to leave ten (10) minutes after the end of the students’ classroom instruction unless duties (i.e., bus, meetings, etc.) are required.

B. TEACHER WORK YEAR

The term “school year” as used in this agreement shall be 177 days. Any proposed changes in this condition of employment shall be subject to negotiations between the Association and the Board of Education. In a Year-Round Education Program operated by the district, the term “school year” shall encompass a twelve-month calendar.

Adopted Negotiated Policy, 2-8-88
Revised Negotiated Policy, 8-26-91
Revised Negotiated Policy, 6-13-94
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-18-00
Revised Negotiated Policy, 8-28-01
Revised Negotiated Policy, 6-19-03
Revised Negotiated Policy, 9-13-10
Revised Negotiated Policy, 6-8-15
Revised Negotiated Policy, 6-13-16
Revised Negotiated Policy, 6-12-17

CLASSROOM INTERRUPTIONS - CERTIFIED PERSONNEL

The Board shall preserve the sanctity of the classroom and keep all forms of classroom interruption at a minimum. This shall apply to interruptions by public address systems and other personnel. Except for those of an emergency nature, interruptions shall be made only at a specified time during the day.

The principal will strive to minimize disturbance with the activities of the classroom. This shall apply to, but in no way be limited to, building repairs, lawn care, and painting.

Teachers will be notified one day in advance, except in an emergency, from the principal's office when it is necessary for maintenance employees to be in the classroom. Custodial and maintenance workers are to check in with the building principal who in return will notify the teacher before work takes place.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 8-30-04

DISTRICT BUILDING CONCERNS MEETINGS

Building Concerns Meetings will be held during the school year to address issues and policies brought to the attention of UCTA or administrative representatives. Dates will be agreed upon by the two parties.

Adopted Negotiated Policy, 8-10-09

DRESS POLICY

Certified Staff members should dress in a professional manner, appropriate to their individual teaching activities, and in a manner of good grooming, as determined by the district.

Policy Adopted, 11-6-78

Revised Negotiated Policy, 12-5-88

STANDARDS OF PERFORMANCE

Standards of Performance and Conduct for Union Public School Teachers shall be only those established by the State Department of Education as printed below:

PRINCIPLE I - COMMITMENT TO THE STUDENTS

The teacher must strive to help each student realize his/her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student access to varying points of view,
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress,
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
5. Shall not intentionally expose the student to embarrassment or disparagement,
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
 - a. Exclude any student from participation in any program,
 - b. Deny benefits to any student,
 - c. Grant any advantage to any student,
7. Shall not use professional relationships with students for private advantage,
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II - COMMITMENT TO THE PROFESSION

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose material fact related to competency and qualifications,
2. Shall not misrepresent his/her professional qualifications,
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute,

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position,
5. Shall not assist an unqualified person in the unauthorized practice of the profession,
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law,
7. Shall not knowingly make false or malicious statements about a colleague,
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

OKLAHOMA MINIMUM CRITERIA FOR EFFECTIVE TEACHING PERFORMANCE

I. PRACTICE

A. Teacher Management Indicators

1. Preparation - The teacher plans for delivery of the lesson relative to short-term and long-term objectives.
2. Routine - The teacher uses minimum class time for noninstructional routines thus maximizing time on task.
3. Discipline - The teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior).
4. Learning Environment - The teacher establishes rapport with students and provides a pleasant, safe, and orderly climate conducive to learning.

B. Teacher Instructional Indicators

1. Establishes Objectives - The teacher communicates the instructional objectives to students.
2. Stresses Sequence - The teacher shows how the present topic is related to those topics that have been taught or that will be taught.
3. Relates Objectives - The teacher relates subject topics to existing student experiences.
4. Involves All Learners - The teacher uses signaled responses, questioning techniques, and/or guided practices to involve all students.
5. Explains Content - The teacher teaches the objectives through a variety of methods.
6. Explains Directions - The teacher gives directions that are clearly stated and related to the learning objectives.
7. Models - The teacher demonstrates the desired skills.
8. Monitors - The teacher checks to determine if students are progressing toward stated objectives.
9. Adjusts Based On Monitoring - The teacher changes instruction based on the results of monitoring.
10. Guides Practice - The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.
11. Provides For Independent Practice - The teacher requires students to practice newly learned skills without the direct supervision of the teacher.

12. Establishes Closure - The teacher summarizes and fits into context what has been taught.

II. PRODUCTS

A. Teacher Product Indicators

1. Lesson Plans - The teacher writes daily lesson plans designed to achieve the identified objectives.
2. Student Files - The teacher maintains a written record of student progress.
3. Grading Patterns - The teacher utilizes grading patterns that are fairly administered and based on identified criteria.

B. Student Achievement Indicators

Students demonstrate mastery of the stated objectives through projects, daily assignments, performance, and test scores.

Adopted Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-26-91

TEACHER EVALUATION PROCEDURE

A. PROCEDURE

1. Within four (4) weeks of the beginning of each school year, the building principal or appropriate supervisor will, in a group meeting, review with each employee under his/her supervision the evaluation procedure, including the criteria for evaluation and instruments to be used for the required observation(s), and advise each employee as to the designated supervisor who will observe and evaluate his/her performance. An employee hired or reassigned after the beginning of the school year shall be notified by the appropriate supervisor of the evaluation procedures including the criteria for evaluation and instruments used for required observation in effect. No required observation shall take place until such orientation has been completed. A traveling teacher will be evaluated by the principal at his/her designated home site, providing each administrator has input and signs the evaluation form. If concerns are noted on the evaluation by an administrator other than the home site administrator, that administrator will attend the evaluation conference.
2. Evaluation(s) of teachers shall be made in accordance with the Tulsa Model for Teacher Observation and Evaluation, “the Tulsa Model” (with any modifications that may be approved between the UCTA and administration. Career teachers receiving a rating of “superior” or “highly effective” under the TLE will be evaluated once every three years.
3. For evaluations where observations are conducted by the principal, the principal shall make formal classroom visitations at a time mutually agreeable with teacher and principal prior to completion of the Tulsa Model evaluation report. The observation shall be nonintrusive and shall not interrupt normal classroom procedure. If classroom visitation notes are maintained in the principal’s file after the post-evaluation conference, the original notes should be signed and dated by both parties as an acknowledgment of the existence of the notes and a copy given to the teacher.
4. The Tulsa Model evaluation report must be signed by the principal as the evaluator and the teacher acknowledging only that a post-evaluation conference was held, that the teacher is aware of the contents of the evaluation report and that it has been thoroughly discussed with the teacher. Signatures may be accomplished electronically. The teacher may submit for retention with the evaluation additional information in the form of support material or response.
5. If the teacher feels the appraisal is inaccurate or incomplete, he/she has the right to appeal the evaluation complaint through the grievance procedure.
6. Signed (i.e., electronically signed) copies of the Tulsa Model evaluation report shall be provided for the teacher.
7. Any non-reoccurring unsatisfactory evaluation will be removed upon request of the employee anytime after five years from the date of the evaluation.

B. GENERAL

1. The evaluation report will be considered confidential between the teacher, site administration, assistant principal intern, the Human Resources Department, Director of Elementary and/or Secondary Education, Assistant or Associate Superintendent, and the Superintendent except as required by the State, and except when a teacher is applying for a transfer within the district and when applying for employment in another school district, and when the Board of Education is asked not to renew the teacher’s contract or to discharge him/her. The Board shall review the evaluation report to ascertain whether or not the teacher has been fully advised of his/her weaknesses or shortcomings. The teacher’s

representative shall have access to the evaluation report upon presentation of written consent of the teacher. The teacher may, at his/her discretion, notify the UCTA President for additional assistance in matters regarding the evaluation process.

2. Aspects of the evaluation instrument that are not mandated by law may be modified by mutual agreement of the Board and the Association through a joint committee established by the UCTA and the administration to modify the evaluation instrument as needed. Additionally, the committee shall meet to develop procedures for assistance for teachers placed on a plan of improvement. The recommendations of this committee shall be brought back to the negotiation table for finalizing. The evaluation process will comply with state law and State Department of Education guidelines.
3. All monitoring and observation of the professional performance of a teacher shall be conducted openly and with full knowledge and permission of the teacher.

Adopted Negotiated Policy, 2-8-88
Revised Negotiated Policy, 8-20-90
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-30-99
Revised Negotiated Policy, 8-18-00
Revised Negotiated Policy, 8-28-01
Revised Negotiated Policy, 6-19-03
Revised Negotiated Policy, 8-29-05
Revised Negotiated Policy, 6-11-12
Revised Negotiated Policy, 6-9-14
Revised Negotiated Policy, 6-12-17

EMPLOYEE RIGHTS

A. ACADEMIC FREEDOM

The employer and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Union School District and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligation in the performance of their professional duties.

B. COMPLAINTS

A teacher shall be shown any written, signed complaint against him/her, and any verbal complaint, which will be recorded in written format, if the complaint is of such a serious nature that it could affect the non-renewal of the teacher's contract. In the event the administrator determines it would be inappropriate to show the written complaint, the teacher will be informed of the complaint. The teacher shall have the opportunity to respond if he/she chooses.

Only complaints investigated and substantiated will be placed in the teacher's personnel file.

For disciplinary action including, but not limited to, push pins, PDPs, and letters of admonishment, teachers will be given information with sufficient details to know the basis of the discipline. Administrators will include only information that has been investigated and documented.

C. ENFORCING PUPIL BEHAVIOR POLICIES

1. Board Support and Assistance - The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the school from the time the child is in attendance or in district-sponsored transit to or from the school or any other school function authorized by the school district or in a classroom presided over by the teacher. The Board recognizes that the teacher in the classroom should not be expected to assume the ongoing responsibility for social work or psychotherapy. Whenever it appears that a particular pupil requires the attention of special employees, special counselors, social workers, law enforcement personnel, physicians or other professionally trained persons, the principal will make a decision to pursue special assistance with respect to such student.

The district shall develop policies for the following student offenses:

- a. assault (verbal or physical) toward a teacher
 - b. weapons or explosives of any kind brought to school
 - c. illegal/non-authorized drugs
 - d. threats against teacher or property
 - e. acts resulting from bigotry or prejudice
 - f. harassment
2. Conference - When, in the judgment of the teacher, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician or other specialist, the teacher shall so inform his/her principal or immediate supervisor. The principal, immediate supervisor or teacher may arrange as soon as possible for a conference among the student's parents, the teacher, the principal and/or the appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
 3. Board Policies - Each employee in the bargaining unit shall be provided with copies of the employer's policies, guidelines and regulations concerning pupil behavior and the duties, responsibilities and relationships of all personnel regarding enforcement. Each building shall develop a discipline policy which follows the guidelines established by the Board of Education.

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4. Exclusion from Class - Provisions of such policies, guidelines and regulations notwithstanding, any employee may exclude a pupil from the classroom when the employee judges the pupil's behavior to be disruptive of the instructional program. Prior to the student returning to the classroom due to severe disruptions, the teacher may communicate recommendations to the principal/designee for expected student behaviors. A behavior contract signed by the student may be appropriate before the child returns to class.

In the event of an appeal process, the principal will gather information, including teacher input, to determine if alternative placement options are appropriate.

5. Physical Force - Employees may use such reasonable force/restraint as is necessary to enforce pupil behavior policies, to exclude pupils from a classroom, to protect themselves, to protect other persons or property, to quell a disturbance, or to obtain possession of weapons or other dangerous objects.

D. LEGAL ACTION AGAINST AN EMPLOYEE

Whenever any legal action is brought against an employee resulting from the performance of duties within the law and Board policies, the Board shall provide the employee with defense and indemnification.

E. HEALTHFUL WORKING ENVIRONMENT

The district shall strive to provide a healthful working environment.

F. RIGHT TO REPRESENTATION

Regarding personnel or disciplinary matters including, but not limited to, where a verbal warning, pushpin, or Professional Development Plan (PDP) is being issued or is expected, supervisors will notify teachers as to the purpose prior to the meeting. Teachers have the right to request a UCTA representative or other non-attorney representative to be present regarding any personnel matter.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 12-5-88

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 10-1-96

Revised Negotiated Policy, 8-5-97

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-29-05

Revised Negotiated Policy, 11-14-11

Revised Negotiated Policy, 6-9-14

Revised Negotiated Policy, 6-8-15

Revised Negotiated Policy, 6-13-16

Revised Negotiated Policy, 6-12-17

TEACHER COMPLAINT FORM 4041

Date _____

Complaint filed by _____
relationship to student and incident

Date, time, and place of incident _____

I (have _____), (have not _____) talked to the teacher involved.

Nature of complaint (explain fully) _____

The undersigned agrees that the information included in this complaint is based upon factual events/
information.

Signature/telephone

Teacher's Response _____

ADMINISTRATOR'S COMPLAINT FOLLOW-UP FORM

Teacher: _____

Complainant: _____

Student involved: _____

Incident: _____

Findings: _____

This document (is _____), (is not _____) being placed in the teacher's file.

Teacher's signature / date

Administrator's signature / date

PERSONNEL FILES - CERTIFIED PERSONNEL

Any teacher's files shall be open to the inspection of the teacher during regular business hours of the Human Resources Department, and at the request of the teacher, a representative of the Association may inspect the teacher's file with written authorization from the teacher. The teacher shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Credentials and related papers from teacher placement bureaus, which by their own regulations are labeled as "confidential," shall be returned to the bureaus after the teacher is hired. No material derogatory to the teacher's conduct, service, character or personality shall be placed in the teacher's file unless the teacher has had an opportunity to review the material. The teacher and/or his/her representative shall have the right to reproduce any of the contents of his/her file.

If there is no recurrence of the incident, all derogatory material which is not a part of the teacher's evaluation shall be removed from the teacher's files five (5) calendar years from date of entry, upon the request of the teacher.

For issues not involving the safety of students or illegal actions, derogatory information five (5) years or further in the past will not be utilized in disciplinary action.

Information not contained in a teacher's personnel files shall not be presented as evidence to reprimand and/or dismiss a teacher.

Personnel files are located in the Human Resources Office at the Education Service Center. Additional copies of each teacher's teaching certificate, transcripts and contracts will be located in the office of the school in which he/she currently teaches as required by the State Department of Education regulations.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 11-6-89

Revised Negotiated Policy, 8-26-91

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 8-28-01

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 6-13-16

HARASSMENT POLICY

Union Public Schools shall provide an atmosphere free from harassment in any form, sexual or otherwise. The District shall provide educational programs designed to help people recognize, understand, prevent, combat, and eliminate harassment.

Adopted Negotiated Policy, 6-21-93

Revised Negotiated Policy, 8-14-95

TRANSFER POLICY

A. DEFINITIONS

1. The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.
2. Both unfilled positions and newly created positions shall be considered vacancies.
3. Changes in staff assignment(s) within a building shall be considered internal transfers.

B. POSTING VACANCIES

1. Vacancies that occur in certified positions shall be posted online for not less than five (5) working days prior to their being filled or advertised outside the district. The five- (5) day posting requirement may be suspended by the Administration on June 1 each year. The five-day posting requirement shall resume on the first day of October.
2. During the summer months, vacancies shall be posted as they occur each week online.
3. Such notice will set forth the requirements for, special qualifications of, and compensation for the vacant position.
4. An email shall be sent to the President of the Association notifying the President that the online postings have changed and, during the summer months of June, July and August, the same email will be sent to any employee who so requests and provides his/her email address.

C. INTERNAL TRANSFERS

1. When a change in assignment within a building is made by mutual agreement between the teacher and principal, the following provisions of this policy shall apply:
2. If the decision has been narrowed to two or more teachers within the building, the principal shall fill the position using the following criteria:
 - Volunteers
 - Certification requirements
 - Academic and professional preparation beyond minimum certification requirements
 - Length of service in current assignment/building/district/total experience
 - Balance of experience among staffs
 - Department or grade level/principal/director recommendation
 - Overall performance evaluation
3. Prior to the end of the school year, teachers shall notify their building principal in writing of their interest in internal vacancies that may occur during the summer months.
4. For internal vacancies that may occur during the summer months, the principal shall notify those teachers who have indicated an interest in transferring to available internal vacancies.
5. Vacancies that occur as a result of internal transfers shall be covered by the other provisions of this policy.

D. VOLUNTARY TRANSFERS

1. Following the posting of a vacancy within the bargaining unit, any certified person who desires to apply for such a vacancy shall file his/her written application with the Superintendent or designee.

Such request must be made within five (5) working days of posting of the vacancy.

2. A list of teachers requesting transfers will be distributed to all site principals in April of each year. A teacher interested in being included on the transfer list must notify the Executive Director of Human Resources prior to February 1. The teacher should note the type of position and/or the school site(s) being pursued.
3. Teachers with specific transfer requests shall be notified by the principal if their transfer has been accepted or denied within five (5) working days of the date the applied-for position is filled.
4. Any employee who transfers to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have been accrued under his/her agreement prior to such transfer.
5. Vacancies filled on a temporary basis are exempt from all posting timelines. Upon completion of the school year, temporarily filled positions will be considered vacant positions under this policy.
6. Employees who request a transfer within the time lines set forth in this policy shall be interviewed prior to outside applicants except when travel or illness require an immediate interview.
7. Employees of the district shall be given prior consideration in filling vacancies.
8. Teachers on regular contracts who transfer into grant-funded positions will be on "Grant Duration" contracts. In the event of the loss of a grant, those teachers will be given prior consideration in filling vacancies.

E. INVOLUNTARY TRANSFERS

Any involuntary transfer of teachers shall be governed by any one or all of the following non-prioritized items:

- Volunteers
- Certification requirements
- Academic and professional preparation beyond minimum certification requirements
- Length of service in current assignment/building/district/total experience
- Balance of experience among staffs
- Department or grade level/principal/director recommendation
- Overall performance evaluation

If the application of the above criteria does not clearly identify the employee(s) for involuntary transfer, then the administration, in the best interests of the school environment, shall review the records contained in the official personnel files to identify the employee(s) for involuntary transfer who best fit the specific needs of the district.

Every attempt shall be made by the Superintendent, designee, principal or director to have dialogue with the teacher involved before any involuntary transfer is made. Any teacher transferred after school begins shall receive three working days without students to adequately prepare for the new assignment.

F. DIVIDING AN EXISTING FACULTY

1. If faculties must be divided to staff other buildings, the following procedure will be utilized:
 - a. Any staff member willing to voluntarily transfer to another building will submit a letter stating so to the Executive Director of Human Resources.
 - b. The Administration will project anticipated staff by using projected enrollment and class size requirements.

- c. Placement of teachers will be determined by the Administration utilizing criteria given above in Section E.
 - d. If the building is not satisfactorily staffed from volunteers, then it will be necessary to activate the involuntary transfer policy and/or consider outside applicants.
 - e. All transfers will be considered before any new staff is hired for the school.
2. All teachers will be notified of changes in their placement as soon as possible.

Adopted Negotiated Policy, 2-8-88
Revised Negotiated Policy, 8-20-90
Revised Negotiated Policy, 9-8-92
Revised Negotiated Policy, 6-21-93
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 10-1-96
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-11-08
Revised Negotiated Policy, 9-13-10
Revised Negotiated Policy, 6-9-14
Revised Negotiated Policy, 6-8-15
Revised Negotiated Policy, 6-12-17

INVOLUNTARY SEPARATION

Suspensions, dismissals, and nonrenewals of certified teaching personnel will be effectuated in accordance with Oklahoma State Law, 70 O.S. Section 6-101.22 through Section 6-101.29 as set forth in School Laws of Oklahoma as follows:

Section 115. Definitions. (Version 1)

- A. "Administrator" means a duly certified person who devotes a majority of time to service as a superintendent, elementary superintendent, principal, supervisor, vice principal or in any other administrative or supervisory capacity in the school district;
- B. "Dismissal" means the discontinuance of the teaching service of an administrator or teacher during the term of a written contract, as provided by law;
- C. "Nonreemployment" means the nonrenewal of the contract of an administrator or teacher upon expiration of the contract;
- D. "Career teacher" means a teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written teaching contract;
- E. "Teacher hearing" means the hearing before a local board of education after a recommendation for dismissal or nonreemployment of a teacher has been made but before any final action is taken on the recommendation, held for the purpose of affording the teacher all rights guaranteed by the United States Constitution and the Constitution of Oklahoma under such circumstances and for enabling the board to determine whether to approve or disapprove the recommendation;
- F. "Probationary teacher" means a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written teaching contract;
- G. "Suspension" or "suspended" means the temporary discontinuance of the services of an administrator or teacher, as provided by law; and
- H. "Teacher" means a duly certified or licensed person who is employed to serve as a counselor, librarian or school nurse or in any instructional capacity. An administrator shall be considered a teacher only with regard to service in an instructional, nonadministrative capacity. **(70-6-101.3)**

Note: Amended by HB 1380, Sec. 1 of the 2011 Reg. Sess. Version 1: Effective until 06/30/2012.

Section 115. Definitions. (Version 2)

- A. "Administrator" means a duly certified person who devotes a majority of time to service as a superintendent, elementary superintendent, principal, supervisor, vice principal or in any other administrative or supervisory capacity in the school district;
- B. "Dismissal" means the discontinuance of the teaching service of an administrator or teacher during the term of a written contract, as provided by law;
- C. "Nonreemployment" means the nonrenewal of the contract of an administrator or teacher upon expiration of the contract;
- D. "Career teacher" means a teacher who:
 1. for teachers employed by a school district during the 2011-12 school year, has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or
 2. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract on or after July 1, 2012:

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- (a) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a rating of “superior” as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act for at least two (2) of the three (3) school years, with no rating below “effective;”
 - (b) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a rating of at least “effective” as measured pursuant to the TLE for the four-year period, and has received a rating of at least “effective” for the last two (2) years of the four-year period, or
 - (c) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;
- E. “Teacher hearing” means the hearing before a school district board of education after a recommendation for dismissal or nonreemployment of a teacher has been made but before any final action is taken on the recommendation, held for the purpose of affording the teacher all rights guaranteed by the United States Constitution and the Constitution of Oklahoma under circumstances and for enabling the board to determine whether to approve or disapprove the recommendation;
 - F. “Probationary teacher” means a teacher who:
 1. for teachers employed by a school district during the 2011-12 school year, has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or
 2. for teachers employed for the first time by a school district under a written teaching contract on or after July 1, 2012, has not met the requirements for career teacher as provided in paragraph 4 of this section;
 - G. “Suspension” or “suspended” means the temporary discontinuance of the services of an administrator or teacher, as provided by law; and
 - H. “Teacher” means a duly certified or licensed person who is employed to serve as a counselor, librarian, or school nurse or in any instructional capacity; an administrator shall be considered a teacher only with regard to service in an instructional, nonadministrative capacity. **(70-6-101.3)**

Note: Amended by HB 1380, Sec. 2 of the 2011 Reg. Sess. Version 2: Effective 07/01/2012.

Section 125. Grounds for Dismissal or Nonreemployment of Teachers. (Version 1)

- A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
 1. Willful neglect of duty;
 2. Repeated negligence in performance of duty;
 3. Mental or physical abuse to a child;
 4. Incompetency;
 5. Instructional ineffectiveness;
 6. Unsatisfactory teaching performance; or
 7. Commission of an act of moral turpitude; or
 8. Abandonment of contract.

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- B. Subject to the provisions of the Teacher Due Process Act of 1990, a probationary teacher may be dismissed or not reemployed for cause.
- C. A teacher shall be dismissed or not reemployed, unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States or another state of:
1. 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; or
 2. Any felony offense.
- D. A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:
1. "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity.
- E. As used in this section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment. **(70-6-101.22)**

Section 125. Grounds for Dismissal or Nonreemployment of Teachers. (Version 2)

- A. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
1. Willful neglect of duty;
 2. Repeated negligence in performance of duty;
 3. Mental or physical abuse to a child;
 4. Incompetency;
 5. Instructional ineffectiveness;
 6. Unsatisfactory teaching performance;
 7. Commission of an act of moral turpitude; or
 8. Abandonment of contract.
- B. Subject to the provisions of the Teacher Due Process Act of 1990, a probationary teacher may be dismissed or not reemployed for cause.
- C. 1. A career teacher who has been rated as "ineffective" as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act for two (2) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.
2. A career teacher who has been rated as "needs improvement" or lower pursuant to the TLE for three (3) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.
3. A career teacher who has not averaged a rating of at least "effective" as measured pursuant to the TLE over a five-year period shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

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- D. 1. A probationary teacher who has been rated as “ineffective” as measured pursuant to the TLE for two (2) consecutive school years shall be dismissed or not reemployed by the school district subject to the provisions of the Teacher Due Process Act of 1990.
 - 2. A probationary teacher who has not attained career teacher status within a four-year period shall be dismissed or not reemployed by the school district, subject to the provisions of the Teacher Due Process Act of 1990.
 - E. A teacher shall be dismissed or not reemployed, unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States or another state of:
 - 1. 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; or
 - 2. Any felony offense.
 - F. A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual’s performance of school duties. As used in this subsection:
 - 1. “Criminal sexual activity” means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - 2. “Sexual misconduct” means the soliciting or imposing of criminal sexual activity.
 - G. As used in this section, “abandonment of contract” means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment. **(70-6-101.22)**

Section 127. Procedures for Administrator to Follow for Admonishment of Teacher. (Version 1)

- A. When an administrator who has the responsibility of evaluating a teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher’s dismissal or nonreemployment, the administrator shall:
 - 1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 - 2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher’s performance or conduct.
- B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent of the school district for the dismissal or nonreemployment of the teacher.
- C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.
- D. Repeated negligence in performance of duty, willful neglect of duty, incompetency, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with. **(70-6-101.24)**

Note: Amended by SB 2033 of the 2nd Session of the 52nd Legislature; effective until 06/30/2012.

Section 127. Procedures for Administrator to Follow for Admonishment of Teacher. (Version 2)

- A. When a teacher receives a rating as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act that may lead to a recommendation for the dismissal or nonreemployment of the teacher or when an administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the dismissal or nonreemployment of the teacher, the administrator shall:
 - 1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 - 2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the performance or conduct.
- B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent of the school district for the dismissal or nonreemployment of the teacher.
- C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.
- D. Repeated negligence in performance of duty, willful neglect of duty, incompetency, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with. (70-6-101.24)

Note: Amended by SB 2033, Sec. 11 of the 2nd Session of the 52nd Legislature; effective July 1, 2012.

Section 128. Recommendation of Dismissal or Nonrenewal.

Whenever a superintendent decides to recommend that a teacher employed within the school district be dismissed or not reemployed, the superintendent shall state the recommendation in writing, setting forth the basis for the recommendation, and shall submit such recommendation to the board of education.

If the teacher subject to such recommendation is a career teacher, the recommendation shall specify the statutory grounds for which the recommendation is based.

If the teacher subject to such recommendation is a probationary teacher, the recommendation shall specify the cause for which the recommendation is based.

The superintendent shall also specify the underlying facts supporting the recommendation. **(70-6-101.25)**

Section 129. Procedure for Dismissal or Nonreemployment - Hearing and Appeal Rights.

- A. Whenever a board of education receives a recommendation from the superintendent for the dismissal or nonreemployment of a teacher, the board or individual designated by the board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server. By the same means, the board shall notify the teacher of the right to a hearing before the board and the date,

time and place set by the board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than sixty (60) days after receipt of notice by the teacher, the date on the personal receipt by hand-delivery to the teacher, or the date of delivery by a process server. The notice shall specify the statutory grounds upon which the recommendation is based upon for a career teacher or shall specify the cause upon which the recommendation is based upon for a probationary teacher. The notice shall also specify the underlying facts supporting the recommendation. At the hearing, the teacher shall be entitled to all rights guaranteed under the circumstances by the United States Constitution and the Constitution of Oklahoma.

- B. The teacher hearing shall be conducted by the district board according to procedures established by the State Board of Education.
- C. Only after due consideration of the evidence and testimony presented at the hearing shall the district board decide whether to dismiss or nonreemploy the teacher. The vote of the board shall be made in an open meeting. The board shall also notify the teacher of the decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, or substitute process as provided by law. The decision of the board regarding a probationary teacher shall be final and nonappealable. At the hearing the burden of proof shall be upon the superintendent or designee, and the standard of proof shall be by the preponderance of the evidence. The teacher shall receive any compensation or benefits to which the teacher is otherwise entitled until the decision of the board becomes final. If the hearing for a teacher is for nonreemployment, such compensation and benefits may be continued only until the end of the current contract of the teacher. **(70 -6-101.26)**

Note: Amended by HB 1380, Sec. 3 & Sec. 4 of the 2011 Reg. Sess. effective 08/26/2011.

Section 132. Suspension of Teacher.

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Within ten (10) days' time after the suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to law.

However, in a case involving a criminal charge or indictment, the suspension may extend until the case for the teacher is finally adjudicated at trial. The extension shall not include any appeal process. **(70-6-101.29)**

Note: Amended by HB 1380, Sec. 5 of the 2011 Reg. Sess. effective 08/26/2011.

Adopted Negotiated Policy, 12-5-88

Revised Negotiated Policy, 8-20-90

Revised Negotiated Policy, 9-13-10

Revised Negotiated Policy, 11-14-11

Revised Negotiated Policy, 6-11-12

REDUCTION-IN-FORCE

Section 1. Definitions. For the purpose of this policy, the following terms having the meanings indicated:

- (a) “Teacher” means any person holding a valid certificate or license who is employed to serve as classroom teacher, counselor, librarian, school nurse, or in any other certified instructional capacity.
- (b) “Financial Exigency” means any significant decline in the Board of Education’s financial resources that is brought about by decline in enrollment or by other action or events that compel a reduction of the school’s current or future operating budget.
- (c) “Program Change” means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation or a reorganization or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
- (d) “Declining Enrollment” means any significant decrease in the school district’s enrollment which may affect the school district’s allocation of funds in future years and/or the necessity of maintaining certain class sections or offerings.

Section 2. General Grounds for Non-Reemployment. Reemployment may be denied when the Board decides that due to (i) a financial exigency, or (ii) a program change for institutional reasons, or (iii) a decline in enrollment, the Board cannot enter into contractual obligations to one or more teachers for a future school year.

Section 3. Notification of Association. When the Board of Education determines reduction-in-force is possible, it will notify the Association president in writing that reduction-in-force is being considered.

Section 4. Superintendent’s Recommendation. Upon receipt of the Board’s preliminary determination regarding the necessity of a reduction-in-force, or upon his/her own volition, the Superintendent shall submit to the Board a written recommendation for terminating the employment of particular teachers. In making this recommendation, he/she shall not be limited to considering only teachers in the areas or programs designated by the Board in its initial resolution. He /she shall not make this recommendation until he/she has consulted with each principal in whose school or unit a termination is proposed. A recommendation of the Superintendent shall take into consideration the criteria set out herein. In the absence of a recommendation from the Superintendent pursuant to this section, or when the Board of Education chooses not to accept the Superintendent’s recommendation the Board may act without such recommendation.

Section 5. Criteria. For affected teachers, the primary consideration in effectuating any reduction-in-force, i.e., a reduction in the number of certified positions, shall be the ratings of teachers, calculated to the hundredth percentile, as measured pursuant to the OKTLE. Secondly, the Superintendent shall consider the priority of programs and the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district.

If normal attrition does not sufficiently reduce the staff and after considering the primary and secondary considerations above, the determination to non-renew the employment of certified employees shall be based on the following criteria:

- * Probationary Teachers
 - Certification
 - Years of Service in the District
- * Career Teachers
 - Seniority in the District
 - Length of Service in Current Assignment
 - Total Number of Years Teaching Experience
 - Academic and Professional Preparation beyond Minimum Certification Requirements

* Superintendent's Recommendation

If the application of the above criteria does not identify the employee for RIF, then the Superintendent shall review the records contained in the official personnel files to identify the employee for RIF.

Section 6. Notice to Individual Teachers. Notice to affected teachers will be accomplished according to applicable Oklahoma law as outlined in UCTA 4050 in the section entitled "Procedure for Dismissal or Nonreemployment - Hearing and Appeal Rights."

Section 7. Reemployment or other Employment. Probationary and career teachers who are released because of a reduction-in-force will have priority in filling vacancies and new positions for which they are qualified and have teaching experience. Teachers who are reduced from the staff shall be automatically placed on the recall list for a period of one (1) year with the option to be continued on the list for a second year. A recalled teacher may refuse one offered position and remain on the recall list; however, a second refusal will result in the individual's being dropped from the recall list. To remain on the recall list for the second year, the individual must so notify the Superintendent, or the Superintendent's designee, by registered mail, return receipt requested, on or before May 1 of the first year that the employee is on the list. Reemployment of teachers will be in reverse order of dismissal following the criteria under Section 5 of this policy to the extent possible.

Section 8. Publication of Policy. This policy and any amendments to this policy shall be distributed to all "teachers" as defined in Section 1 above.

Adopted Negotiated Policy, 8-26-91

Adopted Negotiated Policy, 6-11-12

Adopted Negotiated Policy, 6-8-15

PREPARATION TIME

- A. The district shall provide each full-time teacher with an uninterrupted block of time for planning during the instructional school day. For teachers and/or coaches who receive a stipend for an extra-duty position that requires travel or related work performed during preparation time, the compensation for giving up the planning period is the extra-duty stipend. Principals shall attempt to provide equivalent planning time for each teacher within each building considering the overall needs/goals of the school.
- B. Teachers who are required by the administration to forego scheduled preparation time shall be paid \$15.00 for the loss of more than half a planning period in one day. Compensation for this benefit shall be paid at the end of each quarter.
- C. Teachers, when required by the administration to cover another teacher's class while teaching their own class because of the unavailability of a substitute, shall be compensated the same as a certified substitute. Payment shall be made as follows:

One-half of "substitute teacher retired from Union" pay for covering a whole class for one-half of the day. "One-half of the day" is defined as all class periods before the lunch break or all class periods after the lunch break;

One-half of "substitute teacher retired from Union" pay for covering up to one-half of class for the whole day;

Full "substitute teacher retired from Union" pay for covering the whole class for the whole day.

Beginning January 1, 2012:

One-third of "substitute teacher retired from Union" pay for covering a third of the class for a whole day;

One-fourth of "substitute teacher retired from Union" pay for covering a fourth of the class for a whole day.

When a substitute is not available, the principal shall select a teacher to cover the class utilizing volunteers or assigning teachers on a rotating basis. If no teacher is willing to cover, the principal will assign a teacher to cover the class. A reimbursement form will be completed in a timely manner.

Adopted Negotiated Policy, 11-6-89

Revised Negotiated Policy, 9-8-92

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 8-5-97

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 8-28-01

Revised Negotiated Policy, 5-14-07

Revised Negotiated Policy, 11-14-11

Revised Negotiated Policy, 6-12-17

DISTRICT EMPLOYEE SICK LEAVE BANK AND INDIVIDUAL SICK LEAVE DONATION PROGRAM

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

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

PURPOSE

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

MEMBERSHIP

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

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

OPERATION

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

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

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

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

INDIVIDUAL SICK LEAVE DONATION PROGRAM

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

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

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

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

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

Leave Bank Committee will be authorized to receive information regarding the nature and extent of the applicant's condition or the condition of the household member for which leave is requested. Applications for sick leave donation from the bank will not be considered until a release has been received from the employee. The Sick Leave Bank Committee members will be required to sign an agreement to keep all such information confidential.

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

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

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 5-1-91

Revised Negotiated Policy, 8-5-97

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 8-28-01

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 8-11-08

Revised Negotiated Policy, 9-13-10

Revised Negotiated Policy, 6-12-17

SICK LEAVE POLICY - CERTIFIED EMPLOYEES

1. Sick leave benefits are strongly endorsed by the Board of Education of the Union School District to provide a degree of individual and family security.
2. Accumulated sick leave may be used by certified employees for absence from their regular duties as a result of personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family. The immediate family includes spouse, parent, parent-in-law, child (including foster children or children of guardianship), legal dependent, or persons who currently reside in the employee's household. Accumulated sick leave may also be used for the serious illness of a sibling, grandparent, or grandchild.
3. Certified employees shall earn sick leave determined by length of contract at the beginning of each school year. Ten- (10) month employees shall accrue ten (10) days per year, eleven- (11) month employees shall accrue eleven (11) days per year and twelve- (12) month employees shall accrue twelve (12) days per year. Sick leave shall accrue at the beginning of the school year. Accumulated sick leave credit will be reduced by one day for each day on which the employee is absent for reasons covered by the sick leave policy.
4. Sick leave shall be cumulative up to 120 days.
5. Payment for sick leave shall be made on the basis of the current salary rate then in effect for the employee entitled to the payment.
6. If any employee has exhausted his/her accrued sick leave due to personal accidental injury, illness, pregnancy, or illness of the employee's minor child and is unable to return to his/her duties because of such reasons, the employee will be entitled to an additional 20 days per year at the employee's full salary rate less the amount determined by the Board of Education to pay a substitute teacher for the additional period of 20 days. Additional days granted at substitute deduct must be taken in conjunction with the absence, due to causes listed, which prevents the employee from returning to work.
7. If an employee is unable to return to his/her duties after exhausting all sick leave, the employee may be placed on leave of absence without pay until the end of the contract period or until the employee is able to return to his/her duties during the contract year. Leave shall be extended if requested by an employee and approved by the Executive Director of Human Resources with no discrimination shown to any employee.
8. If an employee who has exhausted his/her sick leave and has been placed on a leave of absence without pay returns to duty during the following August term, and if the employee is qualified to perform his/her duties, the employee shall be restored to such position or to a position of like seniority, status and incentive pay.
9. As of the effective date an employee is approved for payment(s) under the long-term disability policy provided by the district, the employee will cease to qualify to utilize sick leave.
10. Any employee who abuses the sick leave policy is subject to disciplinary action as determined by the Superintendent. An employee may be required to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits. An employee who seeks to return from a leave of absence may be required to submit appropriate medical evidence of fitness for work.

11. The acceptance of twenty (20) accumulated days more than the (60) days specified in case no. C-78-1820, UCTA vs ISD-9 of Tulsa, Okla. does not waive any other rights stated in the courts' order nor is it an agreement to negotiate on any other items that the Board considers non-negotiable whether contained in the court order or not.

Policy Adopted, 10-4-76

Revised Negotiated Policy, 9-5-78

Revised Negotiated Policy, 9-7-82

Revised Negotiated Policy, 10-3-83

Revised Negotiated Policy, 2-2-87

Revised Negotiated Policy, 12-5-88

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 8-10-09

Revised Negotiated Policy, 9-13-10

Revised Negotiated Policy, 6-10-13

Revised Negotiated Policy, 6-8-15

Revised Negotiated Policy, 6-13-16

Revised Negotiated Policy, 6-12-17

Revised Negotiated Policy, 6-11-18

LEAVE OF ABSENCE

A. GENERAL LEAVE

General Leave of Absence without pay may be granted for a period of up to one (1) fiscal year by the Superintendent or the Executive Director of Human Resources as authorized by the Board of Education provided it is considered to be in the best interests of the school and/or the individual requesting this type of leave. Teachers must have completed at least three (3) full years of employment with the district in order to be eligible for general leave. Teachers on temporary contract are not eligible for general leave.

Teachers may remain on the group health insurance plan while on leave through COBRA. The employee shall be entitled to continue participation in all COBRA-qualifying benefits at the employee's expense during the leave period.

Requests of employees for a General Leave of Absence may be granted for reasons of health and illness of an immediate family member, which includes spouse, parent, child, legal dependent or persons who currently reside in the employee's household. Requests for medical leave shall be accompanied by a doctor's certification verifying need for medical leave. Employer may periodically request recertification of medical necessity for leave. Said requests shall be submitted in writing at least one (1) month prior to the date requested setting forth the reason for leave, the length of such leave and the expected date of expiration of General Leave. Requests of employees for General Leave of Absence for the entire school year may also be granted for reasons of child rearing, educational certification, vocationally related travel/work experience or other legitimate requests provided such requests must be submitted in writing to the Superintendent by May 1 for the next school year. Requests for General Leave of Absence for child rearing must be submitted in writing to the Superintendent or designee by May 1 for leave beginning in the fall semester of the next school year or by October 1 for leave beginning in the spring semester of the school year in progress. All such leave requests will be in effect for the remainder of the school year. Said written request shall state the reason for leave. Employees shall not return from leave prior to the date of expiration specified on the leave request without district approval. General leave is not intended for employees seeking a teaching position elsewhere.

B. TEMPORARY LEAVE

Union Public Schools shall provide Temporary Leave with pay for time necessary to appear in legal proceedings affecting the school system, school business, or to participate in school services. The Superintendent or designee shall request such leave at least three (3) days prior to the date of leave.

C. RENEWAL OF LEAVE OF ABSENCE

A second full fiscal year leave of absence may be granted: (1) to employees who enter a graduate program. Such graduate program must be verified at the end of the first year leave of absence (March 1) before the second year leave is granted; or (2) to employees who have extended personal or immediate family illnesses. Such illness must be verified by a physician's statement at the end of the first year leave of absence (March 1) before the second year leave is granted.

For any leave of absence type, a second full fiscal year Leave of Absence may be granted if the first year leave begins after March 1 of the current school year.

A request from an educator of Union Public Schools on leave to renew his/her leave of absence must be received by the Board of Education/Administration on or before March 1 of each year or the employment of the employee with the district will be terminated.

D. RETURN FROM LEAVES OF ABSENCE

The Board of Education in granting a leave of absence indicates its intent to re-employ the educator at the end of the leave period.

The educator must notify the Board of Education/Administration on or before March 1 of his/her intent to return to work. Failure to notify the Board of Education/Administration of such intent to return will result in termination of employment.

Request to return from leave of absence granted for health reasons or temporary disability must be accompanied by a physician's statement certifying the employee is ready to return to work.

1. Certified employees who are on leave for one (1) year or less shall be guaranteed their same position upon return provided the employee complies with all requirements of his/her re-employment and returns on the first day of the ensuing school year (subject to the exceptions below). Employees granted leaves of absence for health reasons may return during the school year to their same position (subject to the exceptions below).
2. If a position vacated by an employee during his/her leave of absence is eliminated due to curriculum, enrollment, funding or redistricting, the employee shall be guaranteed a position upon his/her return provided the employee meets the other requirements of this policy. Additionally, any position that is considered by the district to be a position that is difficult to fill may be filled during an employee's leave of absence (subject to FMLA provisions), and the employee will be guaranteed a position upon his/her return provided the employee meets the other requirements of this policy. The district will notify the employee of "difficult-to-fill" status before the position is filled, and the employee will be given an opportunity to rescind his/her leave request.
3. Certified employees returning from a leave at any time other than the first day of the ensuing school year shall be guaranteed a position provided the employee complies with all requirements of his/her reemployment.

E. EXPIRATION DATE

All leave of absences expire automatically on June 30 of each year and may be extended through a second year upon written request and Board approval for unusual circumstances.

- Adopted Negotiated Policy, 8-4-80*
- Revised Negotiated Policy, 2-2-87*
- Revised Negotiated Policy, 2-8-88*
- Revised Negotiated Policy, 11-6-89*
- Revised Negotiated Policy, 8-26-91*
- Revised Negotiated Policy, 10-1-96*
- Revised Negotiated Policy, 8-5-97*
- Revised Negotiated Policy, 7-22-98*
- Revised Negotiated Policy, 8-18-00*
- Revised Negotiated Policy, 6-19-03*
- Revised Negotiated Policy, 8-30-04*
- Revised Negotiated Policy, 6-13-16*
- Revised Negotiated Policy, 6-12-17*
- Revised Negotiated Policy, 6-11-18*

PROFESSIONAL LEAVE

Inservice days for professional visitation(s), service on curriculum development or NCA committees, attendance or participation in professional workshops shall be provided to certified teaching staff if money is available. These days shall be equitably divided among grade levels and/or departments with a minimum number of days equal to one-fourth (1/4) of the members at each site.

The use of Professional Leave shall be determined jointly by the building faculty and the principal, including extent of expense reimbursement, if any, and be approved by the Assistant Superintendent for Curriculum and Instruction.

Adopted Negotiated Policy, 6-21-93

Adopted Negotiated Policy, 8-14-95

Adopted Negotiated Policy, 6-19-03

EMERGENCY LEAVE

Up to three (3) days of Emergency Leave shall be granted to each certified employee of Union Public Schools to be used during the contract year. An Emergency Leave is defined as an immediate and/or unforeseen event of a personal or family nature which reasonably necessitates the absence of the employee during the normal hours of the duty day, including, but not limited to, the following categories: natural/personal disaster, household emergency, adoption, legal proceedings, non-injury accident. For purposes of this policy, Emergency Leave does not include restricted travel without adequate documentation of extreme circumstances submitted to the Superintendent.

These days of leave are non-cumulative, and may only be co-mingled with other types of leave with the approval of the Superintendent or designee.

Emergency Leave is not intended to substitute for Sick Leave, Personal Leave or Bereavement Leave, unless subject to the provisions of the Sick Leave bank.

Policy Adopted, 9-13-76

Revised Negotiated Policy, 8-4-80

Revised Negotiated Policy, 11-6-89

Revised Negotiated Policy, 6-21-93

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-28-01

JURY DUTY LEAVE & COMPENSATION

All certified employees shall be granted leave with full salary for jury service or as a witness subpoenaed in a criminal, civil, or juvenile proceeding in a recognized tribal, municipal, county, state or federal court of law. Employee must provide the district with verification from the courts indicating exact dates served along with a printed copy of the leave form, within fifteen (15) days of the jury/legal service. Employees who are on jury duty shall incur no loss of salary and shall be entitled to keep all monies paid by the court for jury service.

Leave for jury service will not be chargeable against any other leave.

Policy Adopted, 10-4-76

Revised Negotiated Policy, 12-5-88

Revised Negotiated Policy, 6-21-93

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 9-13-10

FAMILY AND MEDICAL LEAVE

The district shall provide to eligible employees up to 12 weeks of unpaid, job-protected leave for certain family, medical, and military-related reasons in accordance with provisions of the “Family and Medical Leave Act.” Up to 26 weeks of unpaid leave may be available for the care of qualifying, injured/ill military family members/next of kin.

A teacher on leave is not required to return during his/her leave to complete any duties per job description until said leave is completed.

Teachers taking leave under this Act shall return to their original positions, pursuant to the provisions of the Family Medical Leave Act.

Impact to Oklahoma Teachers’ Retirement

Upon return to work, the employee must contact Oklahoma Teachers’ Retirement System (TRS) if he/she wishes to pay back any TRS payments missed during the FMLA-covered absence for sub-deduct days and unpaid days. TRS deems the employee responsible for all payments associated with back-paying TRS for FMLA-qualifying leave. Please note per current TRS rules - only FMLA leave for the birth or adoption of a child or leave for workers compensation is eligible for repayment of TRS payments missed.

See Board Policy #4086 for complete district FMLA policy.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-20-90

Revised Negotiated Policy, 9-8-92

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-28-01

Revised Negotiated Policy, 8-11-08

Revised Negotiated Policy, 8-10-09

Revised Negotiated Policy, 6-10-13

Revised Negotiated Policy, 6-13-16

BEREAVEMENT/FUNERAL LEAVE

A. BEREAVEMENT LEAVE

All certified employees shall be allowed five (5) days of bereavement leave, without loss of salary, upon the death of a spouse, child, parent or legal guardian, brother, sister or grandchild.

All certified employees shall be allowed three (3) days of bereavement leave, without loss of salary, upon the death of a grandparent, grandparent of spouse, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew and corresponding relationships by marriage, or a person who has lived regularly in the certified employee's household.

Leave utilized under this policy should be utilized within one week of the death. Any exceptions must be approved by the Executive Director of Human Resources. In the event of unusual travel and/or personal problems or for deaths of persons not covered above, certified employees may apply to the Superintendent for additional bereavement days. Additional days in the event of unusual travel and/or personal problems must immediately follow original bereavement leave. If granted, additional days will be at no loss of salary.

These days of Bereavement Leave shall be non-cumulative and are granted upon the approval of the Superintendent or designee.

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

B. FUNERAL LEAVE

All certified personnel shall be allowed up to one (1) day of funeral leave without loss of pay to attend the funeral of person(s) otherwise not covered by this policy.

These days of funeral leave shall be granted one (1) day per year and shall be noncumulative.

Adopted Negotiated Policy, 8-4-80
Revised Negotiated Policy, 10-1-84
Revised Negotiated Policy, 2-8-88
Revised Negotiated Policy, 11-6-89
Revised Negotiated Policy, 6-13-94
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-30-99
Revised Negotiated Policy, 8-28-01
Revised Negotiated Policy, 5-14-07
Revised Negotiated Policy, 6-10-13
Revised Negotiated Policy, 6-12-17

PERSONAL LEAVE

All certified employees shall be granted a total of three (3) days per year for personal leave at no substitute deduct.

Unused personal leave for the previous fiscal year may be carried forward to the following year (banked) as personal days up to a maximum accumulation of five (5) personal days. Any additional personal days will be cancelled on June 30 and an equivalent number of sick days added to the employee's sick leave accrual. Teachers shall not take more than three consecutive personal days during State testing (as determined by the principal) or days immediately before and/or after winter break, spring break, or fall break.

Leave requests must be submitted through the online leave system at least one day prior to the expected absence. In the event of an extreme case, notification of Personal Leave may be made by telephone to the appropriate official.

Personal Leave may be used at the discretion of the certified employee except that personal leave taken the day before and after fall holidays, Thanksgiving break, winter and spring breaks, or one week after the beginning and one week prior to the end of school or on staff development days would require that a leave be requested through the online leave system at least five (5) working days in advance of the date taken.

Upon application to and approval of the Superintendent or Executive Director of Human Resources, certified employees may be granted up to two (2) additional day(s) of leave for the purpose of taking a trip. If approved, such leave will be granted with the full daily teacher salary rate being deducted from the teacher's salary. Request for additional day(s) must be made at least one (1) week in advance. These day(s) shall be taken in increments of full or half-day only.

Please note per current TRS rules, if a request for unpaid leave is granted, the employee will be required to sign a form acknowledging that unpaid days will negatively affect the employee's Teachers' Retirement including EESIP (Education Employees Service Incentive Plan). Employee will receive only a partial year of service credit from TRS when unpaid day(s) are taken.

Adopted Negotiated Policy, 8-4-80
Revised Negotiated Policy, 10-3-83
Revised Negotiated Policy, 10-1-84
Revised Negotiated Policy, 2-2-87
Revised Negotiated Policy, 2-8-88
Revised Negotiated Policy, 12-5-88
Revised Negotiated Policy, 11-6-89
Revised Negotiated Policy, 10-1-96
Revised Negotiated Policy, 8-18-00
Revised Negotiated Policy, 10-14-02
Revised Negotiated Policy, 9-13-10
Revised Negotiated Policy, 6-11-12
Revised Negotiated Policy, 6-10-13
Revised Negotiated Policy, 6-13-16
Revised Negotiated Policy, 6-12-17

DUTY FREE LUNCH PERIOD

The Board of Education shall provide each teacher with not less than a thirty (30) minute duty free lunch period daily.

Revised Negotiated Policy, 9-7-82

Revised Negotiated Policy, 12-5-88

Revised Negotiated Policy, 8-20-90

REIMBURSEMENT FOR UNUSED SICK LEAVE - CERTIFIED EMPLOYEES

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

1. Sick leave payout for qualifying, terminating certified employees will be automatically initiated at a regular payroll processing date as part of the final payout process of the Payroll Department.
2. The Board will pay all qualifying, terminating certified employees at the rate of \$50.00 per day for unused sick leave up to 120 days accumulated while employed at Union Public Schools. Only days accumulated while continuously employed at Union Public Schools will be eligible for payment. Transferred-in sick leave days from any source, including sick leave accumulated from prior service with Union Public Schools, will not be eligible for payment.
3. The Board of Education will pay all qualifying, terminating certified employees at the rate of \$65.00 per day for unused sick leave accumulated in excess of 120 days. Only days accumulated while continuously employed at Union Public Schools will be eligible for payment. Transferred-in sick leave days from any source, including sick leave accumulated from prior service with Union Public Schools, will not be eligible for payment. These days in excess of 120 will be maintained by the district until employment ends and will not be available for employee sick leave or donation leave use.
4. Any qualifying, terminating certified employee who wants to retain sick days for the purpose of transferring the sick days to another school district for the next school year, (rather than having the days automatically paid out), must request in writing to the Director of Payroll that sick days be retained (for the purpose of allowing the employee to transfer the sick days to another school district for the next school year). The written request to retain sick days must be received by the Director of Payroll no later than thirty (30) days after the employee's notice of retirement, severance, resignation or other termination is received by the Human Resources department.
5. The transfer of sick days to another school district must be initiated by the employee by submitting the appropriate form (obtained from the receiving district) to the Payroll Department. By law, such transfer of unused sick days to another district must occur for the next school year after the employee terminates employment with Union Public Schools.

Current sick leave balance could include the cap of 120 days, plus ten (10) sick days for the current school year, plus any unused personal leave days from the previous year.

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

Negotiated Policy, 9-7-82

Revised Negotiated Policy, 10-3-83

Revised Negotiated Policy, 2-2-87

Revised Negotiated Policy, 12-5-88

Revised Negotiated Policy, 10-1-96

Revised Negotiated Policy, 7-22-98

Revised Negotiated Policy, 8-30-99

Revised Negotiated Policy, 8-18-00

Revised Negotiated Policy, 6-19-03

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 5-14-07

Revised Negotiated Policy, 8-27-07

Revised Negotiated Policy, 8-11-08

Revised Negotiated Policy, 6-9-14

EARLY RETIREMENT INCENTIVE PROGRAM - CERTIFIED EMPLOYEES

PURPOSE:

The purpose of the Early Retirement Incentive (ERI) program is to serve the needs of this school district. Benefits that may come to an individual employee are, in fact, incidental to the program. The provisions of this program are therefore purposely restrictive and intended to favor the needs of the district, rather than the prospective retiree. The Board may or may not elect to offer a plan in any given school year.

Teachers may request early retirement. Subsequently the district will review the terms of and financial impact for the proposed term of the program. The policy will be reviewed, revised if warranted and implemented only if the district's economic status will benefit from the program. The analysis detailing all long-term implications shall then be submitted to the Board for approval.

CONDITIONS FOR PARTICIPATION:

1. A. Applicants must be eligible for full service retirement benefits with 80 points (for members who joined TRS before July 1, 1992) or 90 points (for members who joined TRS after June 30, 1992) or approved disability retirement through the Teachers' Retirement System of Oklahoma, be at least on Step 20 of the salary schedule, and have worked a minimum of the last ten consecutive years as a full-time certified employee of the district. In order to receive benefits under this policy, the participant must retire under TRS. All of these qualifications must be met by June 30 of the fiscal year in which the teacher is requesting participation in the ERI program.
- B. Applicants who have not met the 80 or 90 points, but who have met all other qualifications for full service retirement under TRS due to reaching the age of 62 or 65 whichever is legally applicable under TRS rules for full, unreduced retirement through the Teachers' Retirement System of Oklahoma, and are at least on Step 20 of the salary schedule, and have worked a minimum of the last ten consecutive years as a full-time certified employee of the district. In order to receive benefits under this policy, the participant must retire under TRS. All of these qualifications must be met by June 30 of the fiscal year in which the teacher is requesting participation in the ERI program.
2. In order to receive benefits under this policy a participant must retire under TRS at the conclusion of the fiscal year. All paperwork must be completed and turned in to TRS before the end of the fiscal year.
3. Eligibility for participation is only available to those whose retirement date is planned to coincide with completion of the eligible designated district semesters.
4. A written request from employee to participate in the ERI program, beginning in August of the next fiscal year must be received by the Office of Human Resources no later than February 1. It is the employee's responsibility to confirm request was received by Human Resources by February 1. Contingent upon any necessary Board approval prior to the end of the fiscal year, the Superintendent may waive the provisions of this section if it is determined to be in the best interest of the district. The Superintendent has the discretion to move ERI participation request to a December 1 deadline, instead of the February 1 deadline, when early planning for budget and staffing is in the best interest of the district. Employees will be notified by Human Resources if the deadline is changed.
5. To receive benefits under this program, applicants for the ERI program must sign the ERI release and waiver agreement acknowledgement provided by the Human Resources Department and return these signed documents to the Human Resources Department by the deadline stated in the agreement. The release and waiver/acknowledgement document will outline the applicant's legal rights and the timeline to review the documents and deadline to revoke (if the applicant should choose to revoke).
6. If a request to participate in the program has been received by February 1, the request may not be revoked (pending Board approval of the ERI program) unless the applicant revokes his/her requested participation

in writing to the Human Resources Department by the deadline stated in the ERI release and waiver/ acknowledgement. After the revocation deadline, the employee may appeal to the Superintendent to waive the obligation to retire.

7. In the event of death prior to the end of the maximum benefit period, all benefits will cease immediately.
8. Benefits will permanently and immediately cease if participants accept employment with any school district in the State of Oklahoma except that employment shall be permitted at Union Public Schools as a certified substitute, a certified provisional employee, or in any school district at a non-certified position which meets the following condition. The condition is that the non-certified employment must be qualified with the Teachers' Retirement System as a position and at a salary level that could continue to qualify for Teachers' Retirement payments. This condition must be met even if the individual is not collecting Teachers' Retirement. Without prior approval from the Superintendent, a retiree will not be rehired as a certified employee at Union Public Schools nor transfer from a non-teacher position into a certified position (other than substitute teacher).
9. An ERI participant under this policy who returns to work in the district in a capacity that qualifies the employee for paid insurance, forfeits the insurance benefit under the ERI. However, the Teachers' Retirement System payment to the district which goes toward the retiree's health insurance premium will still be required.
10. In the event participants become employed where health insurance is provided as a benefit, the Union Public Schools' health care program will become the secondary carrier of health care benefits. Failure to notify the district of health insurance provided by other employers will result in the revocation of all health care benefits provided by this program.

MINIMUM BENEFITS:

1. Insurance - Premiums will be paid up to the full cost of single PPO health, dental, vision, and district-provided life insurance* up to twenty-four (24) consecutive months beginning in August of the retirement year. Medicare eligible retirees can choose to select Medicare Supplement plans offered through Union Public Schools in lieu of the district health plans, and those premiums will be paid up to the cost of the single PPO amount. Disability insurance and Flexible Benefits are excluded.

The employee shall have the option to continue dependent insurance coverage that is in force at the time of retirement. The cost of dependent coverage will be the responsibility of the employee, and retirees will be required to sign up at each annual open enrollment to maintain eligibility. The cost of this coverage is subject to change annually but will reflect coverage that is available to all eligible employees of the school district.

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

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

If a plan member remains on one of Union's HMO or PPO plans, he/she does not need to activate Part D for prescriptions. Union's HMO and PPO plans have creditable coverage and

satisfy the government requirements. However, should the plan member move off those plans to a Retiree Medicare Supplement, he/she will need to activate Part D Prescription Drug Coverage. For further information or clarification, please contact the Social Security Administration and/or Medicare.

2. A. Annual Payment - For employees who qualify under 1A above, the minimum benefit will begin in August of the retirement year and be paid up to twenty-four (24) consecutive months beginning in August of the retirement year. Years of Service listed below is determined as a full-time certified years of service for Union Public Schools service years only.

Years of Service	Monthly Benefit
10-19 years	\$400
20-24 years	\$500
25-29 years	\$600
30-34 years	\$700
35+ years	\$800

- B. Annual Payment - For employees who qualify under 1B above, the minimum benefit will begin in August of the retirement year and be paid up to twenty-four (24) consecutive months beginning in August of the retirement year. Years of Service listed below is determined as a full-time certified years of service for Union Public Schools service years only.

Years of Service	Monthly Benefit
10+ years	\$200

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

Adopted Negotiated Policy, 2-2-87
Revised Negotiated Policy, 2-8-88
Revised Negotiated Policy, 6-13-94
Revised Negotiated Policy, 8-14-95
Revised Negotiated Policy, 8-5-97
Revised Negotiated Policy, 7-22-98
Revised Negotiated Policy, 8-30-99
Revised Negotiated Policy, 8-18-00
Revised Negotiated Policy, 8-28-01
Revised Negotiated Policy, 6-19-03
Revised Negotiated Policy, 8-30-04
Revised Negotiated Policy, 5-14-07
Revised Negotiated Policy, 8-11-08
Revised Negotiated Policy, 9-13-10
Revised Negotiated Policy, 6-11-12
Revised Negotiated Policy, 6-9-14
Revised Negotiated Policy, 6-8-15
Revised Negotiated Policy, 6-13-16

WORKERS' COMPENSATION

The District shall provide the benefits established under the Oklahoma "Workers' Compensation Act" to all district employees who are injured in on-the-job accidents.

All regular employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death.

The election to receive sick leave/personal leave benefits shall not limit the payment of medical expenses under the provisions of the "Workers' Compensation Act" while the employee utilizes accumulated sick leave.

At the option of the employee, temporary total disability benefits shall be supplemented by any sick leave/personal leave or fraction thereof available to the injured employee, to the extent that the injured employee shall receive full wages during the employee's temporary absence. The sum of all temporary total disability payments and sick leave/personal leave shall in no case combine to exceed one hundred percent (100%) of the employee's net pay as it existed prior to the injury.

Impact to Oklahoma Teachers' Retirement

Upon return to work, the employee must contact Oklahoma Teachers' Retirement System (TRS) if he/she wishes to pay back any TRS payments missed during the workers' compensation absence. TRS deems the employee responsible for all payments associated with back-paying TRS for workers' compensation.

Adopted Negotiated Policy, 6-21-93

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 8-30-04

Revised Negotiated Policy, 6-10-13

WORKERS' COMPENSATION/SICK LEAVE ELECTION FORM

I suffered an on-the-job injury on _____, 20____, while working for the Union School District. As a result of the injury, I am entitled to receive temporary disability compensation according to the Workers' Compensation laws of Oklahoma. I understand that I am entitled to receive such compensation until I am released by a physician to return to work. I have accumulated certain sick leave benefits, because of my employment, which are available to me when I am away from my employment because of illness or injury.

I would prefer to have:

Sick Leave Compensation -- Number of days _____ (To be filled in by a Human Resources representative.)

I understand that by choosing to be paid my accumulated sick leave instead of the temporary disability provided by law I will be paid my sick leave until I return to work or the number of sick leave days I have are exhausted.

I understand that after the number of specified sick leave days are exhausted, I will receive temporary disability compensation for the remainder of time off the job.

I understand that my accrued sick leave benefits will be decreased by those days I use as a result of making this election. I further understand that in order to be paid my sick leave benefits, that I will be required to endorse and tender to the Union School District any temporary disability payment I receive during the time I am receiving sick leave benefits.

OR

I would prefer to have:

Workers' Compensation -- Workers' Compensation Temporary Benefits

Under the Workers' Compensation Act, temporary benefits begin the fourth day off work due to an on-the-job injury. The first three days are considered a waiting period and are not paid, but I understand that I will be paid my accrued but unused sick leave to cover these three days. I understand that by making this election, I will not be paid any sick leave benefits beyond the first three days of the waiting period.

Name _____ Social Security # _____
Last First Middle

Address _____
Number & Street City State Zip Code

Job Title _____ School or Department _____

Dated this _____ day of _____, 20 ____.

Employee

Witness: _____

Human Resources Representative

COLLEGE CREDIT CERTIFICATES FOR INTERN TEACHERS

The supervising teacher for each college intern shall receive the college credit certificate to use at his/her discretion.

The Board of Education/Administration shall send a list of all teachers who have interns to the President of the Union Classroom Teachers' Association as soon as all interns have been placed each semester.

Adopted Negotiated Policy, 2-8-88

Revised Negotiated Policy, 8-26-91

TARGETED MAXIMUM CLASS SIZE

The Board of Education and the Union Classroom Teachers' Association agree to abide by all applicable state and federal statutes, rulings, and regulations in regard to class size and exceptions and exemptions. Secondary Administration will strive to balance class sizes among same secondary subject areas.

HB1017 Targeted Class Size

Kindergarten	Grades 1-3	Grades 4-6	Grades 7-12
20	20	20	140 - 6 hour day

Adopted Negotiated Policy, 1981-82

Revised Negotiated Policy, 8-20-90

Revised Negotiated Policy, 8-14-95

Revised Negotiated Policy, 10-1-96

Revised Negotiated Policy, 6-11-18