



Enid Public Schools

**Support Personnel
Negotiated Contract**

2009 - 2010

**Shawn Hime
Superintendent**

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2009-2010

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Items not included in Negotiated Contract: Terms are at the front of the handbook and the Procedural Agreement is at back of the handbook.

ENID BOARD POLICY (Non-Negotiable)

DA	Policy on Sexual Harassment
DAA-P	Grievance Procedure For Filing, Processing And Resolving Alleged Discrimination Complaints

ENID PUBLIC SCHOOLS

ADMINISTRATION BUILDING
500 SOUTH INDEPENDENCE
ENID, OKLAHOMA

DR. KEM KEITHLY
SUPERINTENDENT

(405) 234-5270

29 September 1987

The Negotiation team representing Enid Education Support Association and the Negotiation team representing the Enid Board of Education agree to the following terms supplemental to the Procedural Agreement. These terms are binding until repealed through the negotiation process.

TERMS

Although the Enid Educational Support Personnel Association is recognized as the sole and exclusive bargaining representative for all employees classified as support personnel, the Association agrees to allow the Board of Education and its Administration to determine and set compensation (salary and fringe benefits) for Central Office clerical personnel. It is further understood that such compensation shall always remain at or above the levels received by other clerical staff in the District.

The negotiation process shall have no effect upon the setting of Central Office clerical staff compensation with respect to amount or time frame as long as this agreement remains.

9-30-87
Date

Richard Fleig
Chairman, Negotiation Team for
Enid Educational Support Personnel
Association

9-30-87
Date

Gary Keithly
Chairman, Negotiation Team for the
Enid Board of Education

NEGOTIATED CONTRACT

ENID BOARD OF EDUCATION

AND

ENID EDUCATION SUPPORT PERSONNEL OF OKLAHOMA

The Enid Board of Education (hereinafter referred to as the "Board") and the Enid Education Support Personnel of Oklahoma (hereinafter referred to as "E.S.P.O.") hereby agree that the agreements contained herein shall become effective upon the legal approval by the E.S.P.O. and the Board, and shall remain in effect until June 30, 2010.

The negotiation team representing the Enid Educational Support Association and the negotiation team representing the Enid Board of Education have developed the attached agreements for implementation in the school year 2009-2010.

These agreements are hereby submitted to the Association for ratification. Upon ratification by the Association, these agreements will be submitted to the Enid Board of Education for approval.

Board of Education of Enid, Oklahoma Approved 12-14-2009
Date

By Alan E Seibel
It's President Hereunto Duly Authorized

Education Support Personnel of Oklahoma 1-8-10
Date

By Becky Arens
It's President Hereunto Duly Authorized

1-8-10
Date

Becky Arens
Chairman, Negotiation Team
ESPO, Enid Chapter

1-8-2010
Date

[Signature]
Chairman, Negotiation Team,
Board of Education
ISD#57, Garfield County

E.S.P.O. NEGOTIATED ITEMS

Item 1. Job Notices

All support job notices will be given to Support Personnel building representatives to be posted at least five (5) working days before the job is filled with the last filing date clearly stated on the notices other than temporary positions. The location and hours of job openings will be posted if such information is available at the time of posting.

In the event a temporary job becomes a permanent position, that position shall be posted so that all qualified support employees will have the opportunity to apply.

1. An employee's basic eligibility for promotion will be determined by the requirements of the job posted.
2. In the event of a promotion opportunity, interested employees may complete a change of job application and submit it, along with an updated resume, to the Personnel Director.
3. The Personnel Director will arrange an interview for all qualified internal applicants who apply.
4. All applicants will be notified by phone or mail if they did not get the job.

Item 2. Job Descriptions

1. Develop a standard notebook containing current job descriptions for all support personnel and provide ESPO President with a copy and updates as they are developed.

Separate job descriptions will be written for the following positions:

- A. Secretary I
- B. Secretary II
- C. Paraprofessional
- D. Teacher Assistants

2. Support Personnel may obtain a copy of their job description from the Personnel Office.

Item 3. State Conference

The president of ESPO and one (1) delegate for every twenty-five (25) members up to a maximum of five (5) may be allowed to attend the state conference without loss of pay, with the permission of the Superintendent of schools.

Item 4. Compensation

Support employees pay scale shall be included in the contract.

The district will provide activity passes for all support employees to admit the employee, their dependent children, and one guest. The employee must present the activity pass in person at the entrance to the activity.

Item 5. Regular Monthly Salary

Payday is the 20th of each month or the last working day prior to the 20th. If the 20th falls on a weekend or school holiday, the warrants shall be issued the last working day preceding the 20th of each month.

Working day shall be defined during the school year as a certified contract day as found on the Board of Education approved school calendar. When school is not in session for the summer, working day shall be defined as a contract day as found on the Board of Education approved maintenance and custodial calendar.

Item 6. Compensation Package

Employees working four or more hours a day may participate in the Health Insurance Program. The Board will pay the following amounts toward the health plan premiums for full-time employees. Full time employee shall be defined by the Board as any employee working 7.5 or more hours per day.

	Single Plan	Family Plan
0-6 years experience	\$75	\$95
7 or more years experience	\$85	\$105

Part time employees will receive 1/2 the above listed board contributions.

Item 7. Absences, Leaves, Cumulative Sick Leave

Sick leave will be cumulative to 85 days.

Item 8. Sick Leave Bank

The Board of Education shall allow the establishment of an ESPO. Sick Leave Bank. Support Personnel membership in the ESPO Sick Leave Bank requires the support employee to donate up to two (2) days of their sick leave to the Sick Leave Bank. Upon exhausting all personal, sick, emergency, and vacation days, a employee who is a member of the ESPO Sick Leave Bank may apply for an additional ten (10) days from the ESPO Sick Leave Bank through the ESPO Sick Leave Bank Committee.

The ESPO Sick Leave Bank Committee will be selected by the ESPO President and shall consist of no less than three and no more than five members. The ESPO Sick Leave Bank Committee shall review the merits of the application, make a determination, and report their decision to the employee and to the business office. The Committee will also notify the business office which ten members of the Sick Leave Bank have made the initial donation. If additional days are needed, up to ten (10) more days may be requested and shall be granted upon verification of need by the Superintendent. Upon receipt of this verification, the ESPO Sick Leave Bank Committee shall again provide the business office with the appropriate list of donors.

Item 9. Sick Leave Buy Back

Employees will be paid upon retirement at a rate of \$10 a day to a maximum of ninety (90). Retirement is defined as permanent separation from employment with Enid Public Schools with sufficient age and service credit to qualify for a pension from the Teacher's Retirement System of Oklahoma. Membership in the retirement system is not required, but the TRS qualifications must be met for the separation to be considered an actual retirement.

Item 10. Emergency Leave

Personnel will be allowed two (2) days emergency leave, which will be non-cumulative, and may be used only for emergency purposes, including:

1. A personal disaster (such as house fire).
2. A non-injury accident.
3. A mandatory court appearance under service of process.
4. Serious illness of relative or friend not covered by sick leave.
5. Unusual and unforeseen circumstances within the immediate family.

These and other reasons given will be subject to administrative approval of leave. Emergency leave will not be granted for the following reasons:

1. To seek other employment.
2. To participate in political or social activities.
3. To perform services for compensation.
4. To participate in professional activities.
5. For entertainment, recreation, travel or vacation.
6. For religious activities.
7. For inclement weather.

Item 11. Personal Leave

- A. Three (3) days per year, non-cumulative, will be allowed for personal matters, which cannot be attended to at any other time than during the workday. Determination of eligibility will be made by the employee's immediate supervisor. A deduction of one-half pay will be made for personal leave.
- B. All Support Personnel who do not use any of their three (3) personal business days during the current contract year will receive credit for one (1) sick day.

Item 12. Exclusions to Leave Policy

Substitute employees and temporary employees performing special services are not entitled to leave.

Item 13. Reduction in Force

Section 1. Order of Reduction.

In the event it is necessary, due to lack of work or lack of funds, to have a reduction in staff, the Board of Education shall determine which positions are to be retained. In implementing a reduction in staff, the Board of Education shall follow this procedure:

- a. Losses through normal attrition shall not be replaced. Employees declared to be excess in a building in a given job classification shall be transferred, when qualified, to fill vacancies in other buildings within their job classification.
- b. Voluntary resignations.
- c. Student employees shall be laid off.
- d. Probationary employees shall be laid off.
- e. Seniority shall determine any further reduction in force within a job classification. Exception – paraprofessionals/teacher assistants who must first meet No Child Left Behind “Highly” Qualified Definitions and then seniority status will apply. Paraprofessionals/teacher assistants who are hired at School Wide Title I schools for the 2003-2004 school year must meet the “Highly” Qualified Definition to be employed. Paraprofessionals/teacher assistants who are currently employed at Title I schools must meet the “Highly” Qualified Definition by the end of the 2005-2006 school year.

Definition of Highly Qualified Paraprofessionals:
Has not less than two years of experience in the classroom, (Example: student teaching, field and clinical experience/observation, practicum or two years working as an instruction facilitator or teacher assistant)

AND

Completed two years of post secondary education (12 hours = a full academic semester to total 48 hours)

OR

Obtained an associates degree or higher degree

OR

Met rigorous standards of quality through a formal state assessment (OGET or PARAPRO)

Section 2. Seniority.

Seniority shall be defined as an employee's length of uninterrupted service as a support employee since his/her initial date of employment without regard to part-time or full-time service. If two or more employees subject to lay-off within a job classification have equal seniority, the lay-off determination shall be made by administrative staff through written evaluations.

Section 3. Notice of Lay Off.

The number of people affected by a reduction in force in a given job classification will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position. Whenever lay-offs become necessary all notices of lay-offs shall be in writing (certified mail), and shall specify the reason for lay-off and should be given no later than two (2) weeks prior to lay-off date.

Section 4. Re-Employment.

Laid off persons are eligible for re-employment in the work classification from which laid off for an eighteen (18) month period in the reverse order of lay-off. Employees shall be interviewed in the highest position available in the laid off work category.

Section 5. Notification of Re-Employment.

Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the Board of an opening. Such notice shall be sent by Certified Mail to the last address given the Board by the employee.

Section 6. Employee Notification to Board.

An employee shall notify the Board of his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within the ten (10) working days following receipt of the re-employment notice.

Item 14. Handbook Proofreading

The ESPO Negotiating Team shall receive a copy of the current Support Employee Negotiated Contract and Policy Handbook to proofread before it is distributed to all support employees. The procedural agreement will be included in this handbook.

Item 15. Grievance Procedure

PURPOSE: The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of the grievant.

DEFINITIONS:

1. A "grievance" shall be defined, for the purpose of this document, as an alleged violation of the items within the contract.
2. The term, "grievant," shall refer to the person making the claim.
3. The term, "days," shall mean working weekdays, excluding holidays.

STEPS IN THE GRIEVANCE PROCEDURE:

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

- Step 1. Within ten (10) days after occurrence of the act of omission giving rise to the grievance, the said employee shall:
- a. Promptly notify the employee's administrator of the alleged violation of contract, stating that a grievance may exist.
 - b. Discuss the alleged grievance with the administrator.
 - c. Attempt to resolve the issue.

A written record of the complaint shall be kept on file for as long as the employee is with the district, if the grievance does not go beyond Step 1.

- Step 2. Grievant shall present grievance on Form I, Section A, to immediate administrator within five (5) days after initial discussion. The statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific Article, Section, and paragraph of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.
- Step 3. Administrator shall reply to grievant on Form I, Section B, within five (5) days of receipt of Form I, Section A, giving disposition of grievance.
- Step 4. Grievant forwards the grievance to the Association Grievance Committee within five (5) days of receipt of administrator's reply on Form I, Section B. Use Form II, Section A and attach copies of Form I in Steps 2 and 3.
- Step 5. The Association Grievance Committee shall reply to the grievant on Form II, Section B, within ten (10) days of receipt of Form II, Section A.
- Step 6. Grievant shall forward the grievance to the next higher administrator within five (5) days of receipt of the Association Grievance Committee's reply on Form II, Section B. Use Form III, Section A, and attach a copy of Form I and II completed in Steps 2 and 3, and Steps 4 and 5.
- Step 7. Administrator shall reply to grievant on Form III, Section B, within five (5) days of receipt of Form III, Section A, giving disposition of grievance.
- Step 8. The grievant shall forward the grievance to the Superintendent within five (5) days of receipt of administrator's reply on Form III, Section B. Use Form IV, Section A, and attach copies of Forms I, II, and III, completed in Steps 2 and 3, Steps 4 and 5, and Steps 6 and 7.
- Step 9. The Superintendent shall reply to the grievant on Form IV, Section B, within ten (10) days of receipt of Form IV, Section A.

- Step 10. The grievant shall forward the grievance to the Board within five (5) days of receipt of the Superintendent's reply on Form IV, Section B, requesting that a hearing be scheduled to hear the grievance. Said hearing shall take place within thirty (30) days of the next regularly scheduled Board meeting after Board's receipt of request. Use Form V, Section A. Attach copies of Form I, II, III, and IV, completed Steps 2 and 3, Steps 4 and 5, Steps 6 and 7, and Steps 8 and 9.
- Step 11. The Superintendent shall, within five (5) days after the conclusion of the hearing, report the Board's decision to the grievant on Form V, Section B.

ATTACHED: Copy A. Grievance Report Forms

NOTE: Completed Grievance Report Forms will be received by the Superintendent, Assistant Superintendent, affected Administrator, Grievant, and Association Grievance Committee.

- Item 16. Providing ESPO with Policy Manual
Provide ESPO with a current Enid Board Policy Manual and all updates and changes as they are generated.
- Item 17. Providing ESPO with Current School Laws of Oklahoma Handbook
Provide ESPO with a current School Laws of Oklahoma Handbook and supplement when printed or revised.
- Item 18. Paraprofessionals Feeding Students
Paraprofessionals will not have to feed students during their 35 minute duty free lunch period.
- Item 19. Contract Date
This contract shall remain in effect until June 30, 2010.
- Item 20. Right to Representation
An employee shall, upon request, have the right to be accompanied by a member of the Association at a conference scheduled by an administrator and/or the Board for the purpose of formal disciplining of the employee by write-up, suspension, demotion, or termination. The administrator shall give twenty-four (24) hour notice of said scheduled conference.
- In the following, the grievance procedure and/or in the case of a suspension, demotion or termination, employees shall have the right to be represented by the local association.

Item 21. Principal's Secretary Hours

All 7.5-hour principals' secretaries will be made eight (8) hour employees with 30 minutes off for lunch. The lunch period will not be a part of the eight (8) hours.

Item 22. Holiday Compensation – Custodian/Maintenance Employees

- A. All twelve month employees agreeing to work on scheduled holidays found in their board-adopted work calendar will be paid time and one-half wages for holiday hours worked or receive time and one-half compensatory time off.
- B. Support Personnel may take vacation while school is not in session with approval of the Administration.
- C. All employees are entitled to overtime or compensatory time according to Federal Law.

Item 23. Substitute Bus Drivers

Except in the case of an immediate emergency, regular bus drivers shall give the Director of Transportation sufficient notice to allow him time to secure a substitute driver.

Item 24. Custodial Vacations

Custodians will be permitted to take vacation anytime students and staff are not scheduled to be in the buildings subject to approval of the Director of Property Services and the Building Administrator.

Item 25. Pay Included in Contract

All Support Personnel pay will be included in the contract as soon as possible.

Item 26. Hepatitis B Shots

Hepatitis B shots will be available to all day custodians.

Item 27. Terms and Conditions of Negotiated Contract

All terms and conditions of the agreement, except the Articles on Compensation and Fringe Benefits, shall remain in full force and effect and bind the parties during the 2009-2010 school year and shall remain in effect until replaced by a subsequent agreement negotiated in accordance with the Procedural Agreement. Further negotiations for the 2009-2010 school year shall occur on the Articles of Compensation and Fringe Benefits and any other sections of the agreement opened by the mutual agreement of the parties. All negotiations will commence in accordance with the timelines continued in the procedural agreement.

Item 28. Custodial Duties

Custodians should not have to help serve lunch.

Item 29. Language Items to be Negotiated

Language items can be negotiated every year.

ENID PUBLIC SCHOOLS

FORM I

GRIEVANCE REPORT

Section A
Step 2

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

Date Grievance Occurred _____

1. Statement of Grievance:

2. Relief Sought:

Signature of Grievant

Date

Section B
Step 3

Date Submitted to Immediate Administrator _____

Disposition by Immediate Administrator _____

Signature of Immediate Supervisor

Date

Grievant is satisfied with the disposition of grievance at Step 3.

_____ Yes

_____ No

Signature of Immediate Supervisor

Date

ENID PUBLIC SCHOOLS

FORM II

GRIEVANCE REPORT

Section A
Step 4

Building	Assignment	Name of Grievant	Date Filed Date Filed Initially
----------	------------	------------------	------------------------------------

Date Cause of Grievance Occurred _____

1. Statement of Grievance:

2. Relief Sought:

Signature of Grievant

Date

Section B
Step 5

Date Received by Grievance Committee

Is this grievance meritorious? _____ Yes

_____ No

Attach Committee Report

Signature of Committee Chairperson

Date

Grievant is satisfied with the disposition of grievance at Step 5.

Signature of Grievant

Date

ENID PUBLIC SCHOOLS

FORM III

GRIEVANCE REPORT

Section A
Step 6

Building	Assignment	Name of Grievant	Date Filed Date Filed Initially
----------	------------	------------------	--

Date Cause of Grievance Occurred _____

1. Statement of Grievance:

2. Relief Sought:

Signature of Grievant

Date

Section B
Step 7

Date Received by Assistant
Superintendent _____

Disposition by Assistant Superintendent _____

Signature of Assistant Superintendent

Date

Grievant is satisfied with the disposition of grievance at Step 7.

_____ Yes

_____ No

Signature of Grievant

Date

ENID PUBLIC SCHOOLS

FORM IV

GRIEVANCE REPORT

Section A
Step 8

Building	Assignment	Name of Grievant	Date Filed Date Filed Initially
----------	------------	------------------	------------------------------------

Date Cause of Grievance Occurred _____

1. Statement of Grievance:

2. Relief Sought:

Signature of Grievant

Date

Section B
Step 9

Date Received by Superintendent or Designee _____

Disposition by Superintendent or Designee _____

Signature of Superintendent

Date

Grievant is satisfied with the disposition of grievance at Step 9.

_____ Yes

_____ No

Signature of Grievant

Date

ENID PUBLIC SCHOOLS

FORM V

GRIEVANCE REPORT

Section A
Step 10

Building	Assignment	Name of Grievant	Date Filed Date Filed Initially
----------	------------	------------------	------------------------------------

Date Cause of Grievance Occurred _____

1. Statement of Grievance:

2. Relief Sought:

Grievant requests open _____ closed _____ hearing.

Signature of Grievant

Date

Section B
Step 11

Date Submitted to Board of Education

Date of Decision

Disposition by Board of Education

Signature of Superintendent

Date

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

SECRETARY

Years of Experience	Secretary	Secretary	Secretary	Secretary	Secretary
	1	2	3	4	5
0	8.64	8.91	9.24	9.68	10.23
1	8.77	9.04	9.39	9.83	10.39
2	8.90	9.17	9.53	9.98	10.55
3	9.03	9.30	9.67	10.13	10.71
4	9.16	9.44	9.81	10.28	10.88
5	9.28	9.57	9.92	10.40	11.01
6	9.40	9.70	10.05	10.52	11.13
7	9.51	9.82	10.16	10.63	11.23
8	9.62	9.92	10.22	10.72	11.33
9	9.72	10.02	10.32	10.83	11.43
10	9.82	10.12	10.42	10.93	11.53
11	9.92	10.22	10.52	11.03	11.63
12	10.02	10.32	10.62	11.13	11.73
13	10.12	10.42	10.72	11.23	11.83
14	10.22	10.52	10.83	11.33	11.93
15	10.32	10.62	10.93	11.43	12.03
16	10.42	10.72	11.03	11.53	12.13
17	10.52	10.83	11.13	11.63	12.24
18	10.62	10.93	11.23	11.73	12.34
19	10.72	11.03	11.33	11.83	12.44
20	10.83	11.13	11.43	11.93	12.54
21	10.93	11.23	11.53	12.03	12.64
22	11.03	11.33	11.63	12.13	12.74
23	11.13	11.43	11.73	12.24	12.84
24	11.23	11.53	11.83	12.34	12.94
25	11.33	11.63	11.93	12.44	13.04
26	11.48	11.78	12.08	12.59	13.19
27	11.58	11.88	12.18	12.69	13.29
28	11.68	11.98	12.28	12.79	13.39
29	11.78	12.08	12.38	12.89	13.49

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

TEACHER ASSISTANTS

Years of Experience	Paraprofessional	Teacher Assistant	Foreign Language Interpreter
0	8.30	8.19	9.11
1	8.42	8.31	9.23
2	8.54	8.43	9.36
3	8.66	8.55	9.48
4	8.78	8.67	9.60
5	8.90	8.80	9.76
6	9.02	8.92	9.88
7	9.13	9.03	9.92
8	9.21	9.11	10.02
9	9.31	9.21	10.12
10	9.42	9.31	10.22
11	9.52	9.42	10.32
12	9.62	9.52	10.42
13	9.72	9.62	10.52
14	9.82	9.72	10.62
15	9.92	9.82	10.72
16	10.02	9.92	10.83
17	10.12	10.02	10.93
18	10.22	10.12	11.03
19	10.32	10.22	11.13
20	10.42	10.32	11.23
21	10.52	10.42	11.33
22	10.62	10.52	11.43
23	10.72	10.62	11.53
24	10.83	10.72	11.63
25	10.93	10.83	11.73
26	11.08	10.98	11.88
27	11.18	11.08	11.98
28	11.28	11.18	12.08
29	11.38	11.28	12.18

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

FOOD SERVICES

Years of Experience	Food Service 1	Food Service 2	Food Service 3	Food Tech 1	Food Tech 2
0	7.25	7.25	7.43	7.85	8.11
1	7.25	7.27	7.53	7.96	8.21
2	7.25	7.37	7.63	8.06	8.31
3	7.25	7.47	7.73	8.16	8.41
4	7.25	7.57	7.83	8.26	8.51
5	7.25	7.64	7.90	8.36	8.61
6	7.25	7.76	8.03	8.61	8.86
7	7.36	7.88	8.15	8.71	8.96
8	7.45	7.96	8.26	8.81	9.06
9	7.55	8.06	8.36	8.91	9.16
10	7.65	8.16	8.46	9.01	9.26
11	7.75	8.26	8.56	9.11	9.37
12	7.85	8.36	8.66	9.21	9.47
13	7.96	8.46	8.76	9.31	9.57
14	8.06	8.56	8.86	9.42	9.67
15	8.16	8.66	8.96	9.52	9.77
16	8.26	8.76	9.06	9.62	9.87
17	8.36	8.86	9.16	9.72	9.97
18	8.46	8.96	9.26	9.82	10.07
19	8.56	9.06	9.37	9.92	10.17
20	8.66	9.16	9.47	10.02	10.27
21	8.76	9.26	9.57	10.12	10.37
22	8.86	9.37	9.67	10.22	10.47
23	8.96	9.47	9.77	10.32	10.57
24	9.06	9.57	9.87	10.42	10.67
25	9.16	9.67	9.97	10.52	10.77
26	9.31	9.82	10.12	10.67	10.93
27	9.42	9.92	10.22	10.77	11.03
28	9.52	10.02	10.32	10.87	11.13
29	9.62	10.12	10.42	10.97	11.23

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

FOOD SERVICES

Years of Experience	Food Ser. Truck Driver 1	Food Ser. Truck Driver 2	Food Ser. Custodian
0	9.16	9.92	9.42
1	9.23	9.95	9.56
2	9.30	9.98	9.70
3	9.38	10.01	9.84
4	9.45	10.07	9.98
5	9.53	10.28	10.12
6	9.63	10.38	10.23
7	9.72	10.54	10.32
8	9.82	10.54	10.42
9	9.92	10.70	10.52
10	10.02	10.70	10.62
11	10.12	10.76	10.72
12	10.22	10.76	10.83
13	10.32	10.76	10.93
14	10.42	10.87	11.03
15	10.52	10.87	11.13
16	10.62	11.18	11.23
17	10.72	11.33	11.33
18	10.83	11.43	11.43
19	10.93	11.53	11.53
20	11.03	11.68	11.63
21	11.13	11.83	11.73
22	11.23	11.98	11.83
23	11.33	12.08	11.93
24	11.43	12.18	12.03
25	11.53	12.18	12.13
26	11.68	12.18	12.29
27	11.78	12.29	12.39
28	11.88	12.39	12.49
29	11.98	12.49	12.59

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

SOCIAL WORK

Years of Experience	Social Worker
0	15.67
1	15.72
2	15.77
3	15.82
4	15.87
5	15.91
6	16.01
7	16.11
8	16.21
9	16.31
10	16.41
11	16.51
12	16.62
13	16.72
14	16.82
15	16.92
16	17.02
17	17.12
18	17.22
19	17.32
20	17.42
21	17.52
22	17.62
23	17.72
24	17.82
25	17.92
26	18.08
27	18.18
28	18.28
29	18.38

THERAPISTS

Years of Experience	C.O.T.A.	R.P.T.A.
0	16.51	17.52
1	16.57	17.57
2	16.62	17.62
3	16.67	17.67
4	16.72	17.72
5	16.77	17.77
6	16.87	17.87
7	16.97	17.97
8	17.07	18.08
9	17.17	18.18
10	17.27	18.28
11	17.37	18.38
12	17.47	18.48
13	17.57	18.58
14	17.67	18.68
15	17.77	18.78
16	17.87	18.88
17	17.97	18.98
18	18.08	19.08
19	18.18	19.18
20	18.28	19.28
21	18.38	19.38
22	18.48	19.49
23	18.58	19.59
24	18.68	19.69
25	18.78	19.79
26	18.93	19.94
27	19.03	20.04
28	19.13	20.14
29	19.23	20.24

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

TRANSPORTATION

Years of Experience	Mechanic 1	Mechanic 2	Mechanic 3	Mechanic 4	Mechanic 5
0	8.90	9.36	10.22	10.74	11.13
1	9.03	9.49	10.37	10.90	11.23
2	9.16	9.62	10.52	11.05	11.33
3	9.29	9.75	10.67	11.20	11.43
4	9.43	9.88	10.83	11.35	11.53
5	9.57	10.05	11.01	11.52	11.63
6	9.70	10.12	11.12	11.63	11.78
7	9.72	10.22	11.23	11.73	11.93
8	9.82	10.32	11.33	11.83	12.13
9	9.92	10.42	11.43	11.93	12.24
10	10.02	10.52	11.53	12.03	12.34
11	10.12	10.62	11.63	12.13	12.44
12	10.22	10.72	11.73	12.24	12.54
13	10.32	10.83	11.83	12.34	12.64
14	10.42	10.93	11.93	12.44	12.74
15	10.52	11.03	12.03	12.54	12.84
16	10.62	11.13	12.13	12.64	12.94
17	10.72	11.23	12.24	12.74	13.04
18	10.83	11.33	12.34	12.84	13.14
19	10.93	11.43	12.44	12.94	13.24
20	11.03	11.53	12.54	13.04	13.34
21	11.13	11.63	12.64	13.14	13.44
22	11.23	11.73	12.74	13.24	13.54
23	11.33	11.83	12.84	13.34	13.64
24	11.43	11.93	12.94	13.44	13.75
25	11.53	12.03	13.04	13.54	13.85
26	11.68	12.18	13.19	13.70	14.00
27	11.78	12.29	13.29	13.80	14.10
28	11.88	12.39	13.39	13.90	14.20
29	11.98	12.49	13.49	14.00	14.30

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

CUSTODIANS

Years of Experience	Custodian 1	Custodian 2	Head Custodian Small	Head Custodian Large	Head Custodian Jr. High	Head Custodian High Sch.
0	7.25	8.64	8.95	9.05	9.29	9.52
1	7.25	8.76	9.08	9.18	9.44	9.66
2	7.38	8.88	9.21	9.31	9.58	9.80
3	7.52	9.00	9.34	9.45	9.72	9.94
4	7.66	9.12	9.48	9.58	9.86	10.08
5	7.80	9.28	9.62	9.74	9.99	10.22
6	7.90	9.40	9.74	9.82	10.09	10.33
7	8.16	9.52	9.82	9.92	10.22	10.42
8	8.26	9.62	9.92	10.02	10.32	10.52
9	8.36	9.72	10.02	10.12	10.42	10.62
10	8.46	9.82	10.12	10.22	10.52	10.72
11	8.56	9.92	10.22	10.32	10.62	10.83
12	8.66	10.02	10.32	10.42	10.72	10.93
13	8.76	10.12	10.42	10.52	10.83	11.03
14	8.86	10.22	10.52	10.62	10.93	11.13
15	8.96	10.32	10.62	10.72	11.03	11.23
16	9.06	10.42	10.72	10.83	11.13	11.33
17	9.16	10.52	10.83	10.93	11.23	11.43
18	9.26	10.62	10.93	11.03	11.33	11.53
19	9.37	10.72	11.03	11.13	11.43	11.63
20	9.47	10.83	11.13	11.23	11.53	11.73
21	9.57	10.93	11.23	11.33	11.63	11.83
22	9.67	11.03	11.33	11.43	11.73	11.93
23	9.77	11.13	11.43	11.53	11.83	12.03
24	9.87	11.23	11.53	11.63	11.93	12.13
25	9.97	11.33	11.63	11.73	12.03	12.24
26	10.12	11.48	11.78	11.88	12.18	12.39
27	10.22	11.58	11.88	11.98	12.29	12.49
28	10.32	11.68	11.98	12.08	12.39	12.59
29	10.42	11.78	12.08	12.18	12.49	12.69

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

MAINTENANCE

Years of Experience	Maintenance 1	Maintenance 2	Maintenance 3	Maintenance 4	Maintenance 5	Maintenance License
0	8.90	9.36	10.22	10.74	11.13	13.14
1	9.03	9.49	10.37	10.90	11.23	13.19
2	9.16	9.62	10.52	11.05	11.33	13.24
3	9.29	9.75	10.67	11.20	11.43	13.29
4	9.43	9.88	10.83	11.35	11.53	13.34
5	9.57	10.05	11.01	11.52	11.63	13.39
6	9.70	10.12	11.12	11.63	11.78	13.44
7	9.72	10.22	11.23	11.73	11.93	13.54
8	9.82	10.32	11.33	11.83	12.13	13.64
9	9.92	10.42	11.43	11.93	12.24	13.75
10	10.02	10.52	11.53	12.03	12.34	13.85
11	10.12	10.62	11.63	12.13	12.44	13.95
12	10.22	10.72	11.73	12.24	12.54	14.05
13	10.32	10.83	11.83	12.34	12.64	14.15
14	10.42	10.93	11.93	12.44	12.74	14.25
15	10.52	11.03	12.03	12.54	12.84	14.35
16	10.62	11.13	12.13	12.64	12.94	14.45
17	10.72	11.23	12.24	12.74	13.04	14.55
18	10.83	11.33	12.34	12.84	13.14	14.65
19	10.93	11.43	12.44	12.94	13.24	14.75
20	11.03	11.53	12.54	13.04	13.34	14.85
21	11.13	11.63	12.64	13.14	13.44	14.95
22	11.23	11.73	12.74	13.24	13.54	15.05
23	11.33	11.83	12.84	13.34	13.64	15.16
24	11.43	11.93	12.94	13.44	13.75	15.26
25	11.53	12.03	13.04	13.54	13.85	15.36
26	11.68	12.18	13.19	13.70	14.00	15.51
27	11.78	12.29	13.29	13.80	14.10	15.61
28	11.88	12.39	13.39	13.90	14.20	15.71
29	11.98	12.49	13.49	14.00	14.30	15.81

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

TECHNICAL

Years of Experience	Computer Equip. Sys Tech	Computer Instr. Tech	Computer Network Sys Tech
0	12.48	12.36	12.66
1	12.60	12.48	12.78
2	12.72	12.60	12.90
3	12.84	12.72	13.02
4	12.96	12.84	13.14
5	13.11	12.99	13.29
6	13.23	13.11	13.41
7	13.34	13.24	13.54
8	13.44	13.34	13.64
9	13.54	13.44	13.75
10	13.64	13.54	13.85
11	13.75	13.64	13.95
12	13.85	13.75	14.05
13	13.95	13.85	14.15
14	14.05	13.95	14.25
15	14.15	14.05	14.35
16	14.25	14.15	14.45
17	14.35	14.25	14.55
18	14.45	14.35	14.65
19	14.55	14.45	14.75
20	14.65	14.55	14.85
21	14.75	14.65	14.95
22	14.85	14.75	15.05
23	14.95	14.85	15.16
24	15.05	14.95	15.26
25	15.16	15.05	15.36
26	15.31	15.21	15.51
27	15.41	15.31	15.61
28	15.51	15.41	15.71
29	15.61	15.51	15.81

TV PRODUCTION

Years of Experience	TV Production Assistant
0	15.90
1	16.02
2	16.14
3	16.26
4	16.38
5	16.55
6	16.67
7	16.77
8	16.87
9	16.97
10	17.07
11	17.17
12	17.27
13	17.37
14	17.47
15	17.57
16	17.67
17	17.77
18	17.87
19	17.97
20	18.08
21	18.18
22	18.28
23	18.38
24	18.48
25	18.58
26	18.73
27	18.83
28	18.93
29	19.03

**NONCERTIFIED COMPENSATION SCHEDULE
HOURLY RATES EFFECTIVE 1 JULY 2009 – 30 JUNE 2010
(Dollars per Hour – Except as Noted)**

SECURITY

Years of Experience	Campus Police Officer
0	16.41
1	16.46
2	16.51
3	16.57
4	16.62
5	16.67
6	16.72
7	16.77
8	16.82
9	16.87
10	16.92
11	16.97
12	17.02
13	17.07
14	17.12
15	17.17
16	17.22
17	17.27
18	17.32
19	17.37
20	17.42
21	17.47
22	17.52
23	17.57
24	17.62
25	17.67
26	17.82
27	17.92
28	18.02
29	18.12

BUS DRIVERS/MONITORS

Route Class	Hrs. Per Day	Bus Driver	Bus Monitor
A	3	11.23	9.55
B	4	11.23	9.97
C	5	11.23	10.22
D	6	11.23	10.36
E	7	11.23	10.51

**CROSSING GUARDS
1 Hour Per Day
\$17.01/hour**

For the 2009-2010 school year only, a one time professional development stipend of \$150.00 will be paid to all non-certified staff that attend a site-based professional development activity. This will be paid in a lump sum payment in the April paycheck unless the state revenue “variance from the estimate” as of February 2010 is a negative (-)5% or below.

Employees working 4 or more hours per day may participate in the District Group Health Insurance Program. The Board will pay the following amounts toward the district group health insurance premiums for full-time employees. (Full-time is defined as 7.5 or more hours per day.)

	<u>Single Plan</u>	<u>Family Plan</u>
0 – 6 yrs. experience	\$75.00	\$95.00
7 or more yrs. experience	\$85.00	\$105.00

Part-time employees will receive ½ the above listed Board contributions.

The Enid Board of Education reserves the right to create new employee job categories and set appropriate compensation for these new job categories and job classifications within job categories. In the previous pay schedules, pay categories are designated with BOLD letters with specific pay classifications listed below each category. Please note that a pay classification may be shared by more than one job classification with differing job descriptions and responsibilities.

ADDENDA

Additional Duty Increments:

\$0.10 per hour shift differential (This additional salary amount is paid to night shift Custodians)

\$0.25 per hour department heads (Food Service Department Heads, ie. salads or breads)

\$0.50 per hour department heads (Central Kitchen Department Heads)

STATE PAYMENT: (For Support employees under contract to work six (6) or more hours per day)

Support personnel who choose to participate in Major Medical Coverage purchased through the district sponsored cafeteria plan:

For the 2009-2010 fiscal year, each support employee who purchases major medical health coverage through the district health insurance plan shall receive the monthly Flexible Benefit Allowance (FBA) required by state law. Current state law specified the FBA to be 100% of the Health Choice high option single premium for major medical coverage. If the state mandated FBA changes during the 2009-2010 fiscal year, support employees will receive the appropriate payment as required by law (current single premium January 2010 is \$442.80).

Support personnel who choose not to participate in Major Medical Coverage purchased through the district sponsored cafeteria plan:

For the 2009-2010 fiscal year, each support employee who chooses not to participate in the district health insurance plan shall receive one hundred eighty-nine dollars and sixty-nine cents (189.69) per month, which may be applied to options in the district’s Section 125 Cafeteria Plan or may be taken as taxable compensation. The district will comply with all legislative and State Department of Education directives regarding this in lieu of FBA payment.

PROCEDURAL

AGREEMENT

Not included in the negotiated contract

ENID PUBLIC SCHOOLS

ADMINISTRATION BUILDING
500 SOUTH INDEPENDENCE
ENID, OKLAHOMA

DR. KEM KEITHLY
SUPERINTENDENT

(405) 234-5270

29 September 1987

The Negotiation team representing Enid Education Support Association and the Negotiation team representing the Enid Board of Education agree to the following terms supplemental to the Procedural Agreement. These terms are binding until repealed through the negotiation process.

TERMS

Although the Enid Educational Support Personnel Association is recognized as the sole and exclusive bargaining representative for all employees classified as support personnel, the Association agrees to allow the Board of Education and its Administration to determine and set compensation (salary and fringe benefits) for Central Office clerical personnel. It is further understood that such compensation shall always remain at or above the levels received by other clerical staff in the District.

The negotiation process shall have no effect upon the setting of Central Office clerical staff compensation with respect to amount or time frame as long as this agreement remains.

9-30-87
Date

Richard Fleig
Chairman, Negotiation Team for
Enid Educational Support Personnel
Association

9-30-87
Date

Gary Keithly
Chairman, Negotiation Team for the
Enid Board of Education

PROCEDURAL AGREEMENT

WHEREAS, THE BOARD OF EDUCATION OF ENID PUBLIC SCHOOLS AND THE ENID EDUCATIONAL SUPPORT PERSONNEL ORGANIZATION HEREBY ENTER INTO AGREEMENT TO NEGOTIATE ACCORDING TO STATE LAW.

SECTION I - RECOGNITION: The Board of Education of Enid Public Schools (herein "Board") recognizes the Enid Educational Support Personnel Organization representative for all employees classified as support personnel. Any support employee may be excluded who states in writing that he desires not to be represented by the Association.

SECTION II - PURPOSE: The purpose of this agreement is to outline the procedures for negotiation.

SECTION III - RIGHT TO JOIN OR NOT TO JOIN: As a condition of employment, members of the bargaining unit have a right to join, participate in, and assist the Association, and the right to refrain from such activities.

SECTION IV - PROCEDURE: Meetings shall be conducted between the designated representatives of the Association and the designated representatives of the Board.

No more than six (6) designated representatives of the Board will meet with no more than six (6) designated representatives of the Association for the purpose of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties.

Negotiations shall be conducted in closed sessions, involving only the Board Negotiating Team and Association Negotiating Team.

All Association items to be negotiated shall have been approved by the majority of the support personnel. All Association items and all Board items will be exchanged by the Association and representatives of the Board in writing, as a complete proposal, at the first meeting following the adoption of the procedural agreement for professional negotiations.

All negotiations shall remain confidential until tentative agreement is reached and the ratification process is commenced. Press or news releases or statements will be made jointly and by agreement of both parties.

Meetings will be held at a time and site mutually agreed upon by both parties until negotiations are completed. Duration of each meeting is not to exceed 2 hours, unless mutually agreed upon by both parties.

Upon request, the parties shall provide each other with available information regarding items which are being negotiated.

Both negotiation teams shall have the right to call upon any competent person or organization to assist them in considering matters presented, for negotiation and to solicit the services of consultants to better inform themselves of the merits of any subject of negotiation. Only members of the negotiation teams may participate in the actual negotiations process.

SECTION V - SCOPE OF BARGAINING: The Board and the Association agree to negotiate in good faith. No agreement shall abrogate the legal rights, obligation and powers of the Board.

SECTION VI - OPENING NEGOTIATIONS: Upon written request of either party to open negotiations, a mutually acceptable meeting date shall be agreed to not more than fifteen days following such request. Such request shall be made during the month of March. All proposals for negotiations shall be presented in writing at the first meeting. All meetings shall be held outside the workdays at times and places mutually agreed to and shall establish the time, place, date, and agenda for subsequent sessions.

SECTION VII - ADOPTION OF THE NEGOTIATED PACKAGE: All items shall be disposed of by July 31 (unless extension of time is mutually agreed upon by both parties) in one of the following manners: (1) by tentative agreement, (2) by agreement to drop the item(s), (3) by declaring the item(s) at impasse. When agreement of the total package is reduced to writing it is recommended for ratification. Following ratification, the package is then presented to the Board for ratification at the next Board meeting if at all possible. If approved by the Board, the terms of the agreement shall be implemented.

SECTION VIII - RESOLVING IMPASSE: In case of disagreement over the interpretation of this procedural agreement, after execution thereof, or in the event of an agreement is not reached as provided above, impasse procedures shall be provided for as prescribed for the laws of the state of Oklahoma. Each party will pay its own expense resolving impasse. Expenses of the Chairman will be born equally by the parties.

SECTION IX - NO STRIKE PLEDGE: The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of an organization engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the support personnel and the school district or its representatives.

SECTION X - PROCEDURAL AGREEMENT STATUS: This agreement, when adopted and signed by both parties, shall remain in effect for an indefinite period of time and either party desiring changes in this agreement shall notify the other party in writing. No change, rescission, alteration, or modification of this agreement in whole or in part shall be valid unless the same is ratified by the Board and the Association and endorsed in writing hereon. Any modification of the procedural agreement shall be effective immediately. This document becomes the Procedural Agreement for all non-excluded Association members of the Enid School District and for the Enid School District #57.

This agreement becomes effective on the date both parties ratify it by applying their signatures hereto.

WITNESS OUR HANDS this 12 day of JUNE,
1988.

Harold E. [Signature] William [Signature]
Superintendent of Schools Association President

Adopted by the Board of Education JUNE 23, 1988

Attest:

Karl A. White John B. Jelland
Clerk President, Board of Education

POLICY ON SEXUAL HARASSMENT

State and federal law specifically prohibit sexual harassment of employees and students in connection with their employment by or enrollment in the Enid School District. This policy will set forth the rules and regulations to be followed by all students, employees and Board members of the School District with regard to the issue of sexual harassment:

1) "Employee" means any person who is authorized to act in behalf of the School District, whether that person is acting on a temporary or permanent basis, with or without being compensated, or on a full-time or part-time basis and including board members and school volunteers.

2) "Student" means any person who is enrolled in any school or program of the School District.

3) In the case of an employee of the School District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made an explicit or implicit term or condition of an employee's employment, or (b) is used as a basis for employment decisions affecting that employee or (c) has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.

4) In the case of a student of the School District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal, nonverbal or physical conduct of a sexual nature by any person towards a student or conduct that denies or limits, on the basis of sex, a student's ability to participate in or to receive benefits, services or opportunities in the School District's programs. Age appropriate examples of the kinds of things that can constitute prohibited sexual harassment shall be communicated to the students.

5) All students, employees and Board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee, applicant for employment, vendor representative or patron of the School District. Any employee engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.

6) Any student engaging in sexual harassment is subject to any and all disciplinary action which may be imposed under the School District's Student Discipline Code.

7) Any employee or student who is or has been subjected to sexual harassment or knows of any student or employee who is or has been subjected to sexual harassment shall immediately report all such incidents to either the superintendent, assistant superintendent, principal, assistant principal, or any

board member of the School District. If the report of an incident needs to be made after normal school hours, the above listed individuals may be contacted at home. It is preferred that all such reports be made in person or in writing signed by the reporting party, including but not limited to a Title IX grievance form. However, in order to encourage full, complete and immediate reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.

8) Any employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act and may report such incidents to the United States Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.

9) The superintendent, assistant superintendent, principal, assistant principal, and any Board member of the School District, upon receiving a report (formal or informal) of sexual harassment shall do the following as quickly as reasonably possible:

- a) obtain a statement, oral or written, from the individual who is alleged to have been sexually harassed which contains information necessary to conduct a full investigation of the matter. This information should include, but is not limited to, the name of the alleged harasser, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and the names of any witnesses;
- b) take reasonable and age appropriate, effective steps to separate and protect the individual who is allegedly being sexually harassed from the alleged harasser, until the matter can be fully investigated and the appropriate remedial steps taken;
- c) keep the individual who is allegedly being sexually harassed reasonably apprised, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
- d) conduct a full and complete investigation, to the extent reasonably possible and appropriate to the age of those involved, regarding the alleged sexual harassment, which would include, but not be limited to, interviewing the individual allegedly harassed, any witnesses, review of any supporting documents, and interviewing the alleged harasser;

e) based on good judgment, common sense and the facts, as revealed by the investigation, taken as a whole and the totality of the circumstances, such as the nature, extent, age of those involved, context and gravity of such activities or incidents, take or recommend the taking of appropriate and effective measures reasonably calculated to end the harassment and prevent a reoccurrence, including but not limited to, as to employees, suspension, demotion, forfeiture of pay or benefits, termination or reassignment.

10) During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal or nonrenewal hearing or in any litigation.

11) It is the School District's position that any person filing or complaining of sexual harassment or participating in any way in any investigation of a sexual harassment claim under this policy shall not be subjected to any form of reprisal, retaliation, intimidation or harassment. The School District will discipline or take appropriate action against any student, employee, agent or representative of the School District who is determined to have engaged in such retaliatory behavior.

This policy is adopted this ___ day of _____, _____, and is effective immediately with its adoption.

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

CROSS-REFERENCE:

Policy DO, Termination, Certified Teachers

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**GRIEVANCE PROCEDURE FOR FILING, PROCESSING
AND RESOLVING ALLEGED DISCRIMINATION COMPLAINTS****1) DEFINITIONS**

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

2) PRE-FILING PROCEDURES

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

3) FILING AND PROCESSING DISCRIMINATION COMPLAINTS

- a) The Grievant submits a written complaint to the Coordinator, as applicable, stating the basis, nature and date of the alleged discrimination, the names of persons responsible (where known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the Superintendent for assignment. Complaints must be submitted within 30 days of alleged violation or date Grievant has become knowledgeable of alleged violation. Complaint forms are available from the offices of the District's Title IX, ADA, Title VI and VII and 504 Coordinators.

- b) The Coordinator conducts an investigation within 10 days of receiving the complaint, to the extent reasonably possible, which may include but not be limited to, interviewing the Grievant, any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (a) confirm or deny facts; (b) indicate acceptance or rejection of the Grievant's requested action; and (c) outline alternatives.

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

- c) The Respondent will submit a written answer within 10 days to the applicable Coordinator.
- d) Within 5 days after receiving Respondent's answer, the applicable Coordinator will refer the written complaint and Respondent's written answer to the Principal or Other Designee for a hearing. If any person charged with decisionmaking responsibility at any level of this grievance procedure is the person alleged to have committed the discriminatory act(s), then a different decisionmaker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent, the Principal or Other Designee. The hearing will be conducted within 10 days after the Coordinator receives Respondent's answer.
- e) At the hearing, the Principal or Other Designee will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.
- f) Within 5 days after the hearing, the Principal or Other Designee will issue a written decision to the Grievant, Respondent and applicable Coordinator.
- g) If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator within 5 days and request, in writing, an appeal to the Superintendent. The written appeal shall contain a specific statement of the basis for the appeal.
- h) Within 5 days after receiving the appeal, the applicable Coordinator will refer the appeal and the evidentiary record created below to the Superintendent. The applicable Coordinator will schedule a hearing with the Grievant, Respondent and Superintendent within 10 days of receiving the appeal.
- i) The Superintendent will act as an intermediate level of appeal by reviewing the Principal or Other Designee's decision and the oral and written evidence presented below and making a decision. At the hearing, the Superintendent may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented.

- j) Within 5 days after the hearing, the Superintendent will issue a final decision in writing to all parties involved.
- k) If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within 5 days and request an appeal to the Board of Education. The written appeal shall contain a specific statement of the basis for the appeal.
- l) The applicable Coordinator will notify the Board of Education, in writing, within 5 days after receiving the appeal. The Clerk will place the appeal on a board agenda within 30 days from the date of notification to the Board of Education.
- m) The Board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the Board meeting, the Board may ask for oral or written evidence from the parties and any other individual it deems relevant. The Clerk will make arrangements to audiotape any oral evidence presented. Within 5 days of the meeting, the Board will issue a final decision in writing to all parties involved.

4) GENERAL PROVISIONS

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

Adopted this _____ day of _____, 20____.

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ASBESTOS - ANNUAL INSPECTION AND MANAGEMENT PLAN NOTICE

In order to comply with the requirements of the Asbestos Hazard Emergency Response Act of 1987, the Board of Education employed an asbestos firm to conduct a complete survey of all school facilities.

This survey included visual inspections and samples from each area of all school sites. (All inspectors were certified and licensed by the Oklahoma State Department of Labor.)

As a result of the inspection, management plans were written for each site, with copies on file at each site, and at the Central Office. All maintenance and custodial staff receive asbestos awareness training, in compliance with the act, and inspections are conducted at six-month intervals by licensed personnel.

In accordance with the Asbestos Hazard Emergency Response Act of 1987, the inspection and management plan are completed, updated and available in school sites and in the Central Office at 500 S. Independence. Any parties with an interest in the plans or implementation will be notified of steps taken to eliminate any asbestos containing materials, which may be harmful of school sites. For more information or to schedule an appointment, contact R.L. Garrison at 234-5270.

It is the policy of the Enid Public Schools to provide equal opportunities without regard to race, color, national origin, gender, age, religion, veteran status or disability in its educational programs, services and activities and in employment.

The District will provide equal employment opportunities in areas including, but not limited to, employee selection, promotion, training and development, compensation, termination and disciplinary action.

Es la política de las escuelas públicas de Enid para proporcionar las oportunidades iguales sin consideración hacia la raza, color, origen nacional, género, edad, religión, estado del veterano o incapacidad en sus programas educativos, servicios y actividades y en el empleo. El distrito proporcionará oportunidades iguales del empleo en áreas incluyendo, pero no limitado a, selección del empleado, promoción, entrenamiento y desarrollo, remuneración, terminación y acción disciplinaria.

The Enid Public Schools provides free appropriate public education to all students.

Los Enid Public Schools subministran una educación pública, apropiada y gratis a todos los estudiantes.