

**MASTER CONTRACT**  
**Certified Employee / School District**  
**Negotiations Stillwater Public Schools**  
**2018-2019**

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**CONTRACT INTENT AND PURPOSE**

This agreement represents the full and complete agreement between the Stillwater Board of Education and the Stillwater Education Association and shall remain in place for the current contract year extending from July 1, 2018, through June 30, 2019, or until replaced by a subsequent agreement negotiated in accordance with the provisions of the procedural agreement. If any provision(s) of this agreement is found to be in conflict with state or federal law, now or hereafter enacted, such provision(s) will be held inoperative and void. All other provisions in this agreement will remain in effect. The party (the Board or SEA negotiating team) discovering the inoperative provision(s) will inform the other party within five (5) days of the discovery. Upon request of either party, the two parties will then meet within fourteen (14) days solely for the purpose of negotiating only the effected provision(s).

**SECTION I**  
**EMPLOYEE LEAVE**

**Article (A) – Personal Leave**

Certified personnel, as full-time employees, are granted five (5) days of leave each school year. They are defined and distributed as follows:

<b>SPS Years of Experience</b>	<b>Personal Leave</b>	<b>Personal Leave with Deduct</b>	<b>Emergency Leave</b>
10 or more 8/15/18	4	0	2
4 – 9 years	3	0	2
0-3 years	2	1	2

Personal Days – For personal use, which does not require a reason for approval. Employees with four (4) or more years of experience with Stillwater Public Schools receive all three (3) personal days with no salary deduction. Employees zero (0) through three (3) years of experience with Stillwater Public Schools receive the first two (2) days of personal leave with no salary deduction and the third personal day with a salary deduction equal to the rate paid to a non-certified substitute.

Emergency Leave Days – Absence due to circumstances over which the employee has no control and no option except to be absent, granted with a salary deduction at the rate paid to a non-certified substitute teacher.

Personal leave days cannot be used the first two (2) days of school, the last two (2) days

of school, or preceding or following a scheduled holiday except in the event of extraordinary circumstances, as determined by the Superintendent.

Personal leave days should, whenever possible, be applied for at least three (3) days prior to the requested leave.

Under special circumstances, preceding or following a scheduled holiday, personal leave can be applied for and approved, if all the following criteria are met:

- Application must be received and approved by the building principal at least two (2) weeks prior to the requested leave. To be approved, the building principal must agree that classroom instruction at the building level will not be affected adversely due to this leave request.
- The principal must obtain a qualified substitute to cover the absence.
- Application must then be received and approved by the Superintendent's office at least one week prior to the requested leave.
- No more than five percent (5%) of teachers in a school will be approved by the principal for leave adjacent to a holiday at any one time. At no time will more than five percent (5%) of the teachers in the District be approved for leave before a holiday. Buildings with less than thirty (30) teachers may have two (2) leaves for the same holiday if the five percent (5%) District rule has not been altered. The principal must verify the application of the rule prior to approval of a request.
- Leave **must not** be taken until written approval is **received** from the Superintendent's office.
- Leave taken without prior approval will result in a full day's salary deduction.

In addition, pursuant to Attorney General Opinion No. 81-118, the Superintendent may not legally grant leave on scheduled professional development days. The opinion states: "It is, therefore, the official opinion of the Attorney General that once a local Board of Education has determined that a certain day will be used for a professional meeting, the Superintendent of Schools does not have the authority to excuse the teachers of the district from attendance at the meeting."

Unused non-deducted personal leave days shall be rolled over into sick leave at the conclusion of the school year. Emergency days are not included.

### **Article (B) – Sick leave**

Certified personnel employed as full-time on a nine (9) or ten (10) month basis are granted ten (10) days sick leave during the school year without loss of salary; full-time certified personnel employed on an eleven (11) month basis shall receive eleven (11) days sick leave; and said personnel employed on a twelve (12) month basis shall receive twelve (12) days sick leave during each school year without loss of salary. Part-time employees are eligible for sick leave at a pro-rated amount. A doctor's certificate verifying illness and/or a medical release may be required of any employee after five (5) consecutive days of absence.

Contract	Sick Leave Days
9	10 days
10	10 days
11	11 days
12	12 days

Sick leave is defined as an employee's absence from assigned duty due to personal illness, accidental injury, pregnancy, or accidental injury or illness in the immediate family. Immediate family shall be defined as: (a) spouse, (b) child, (c) parent, (d) brother, (e) sister, (f) grandparent, and (g) grandchild. If the employee is serving as the primary caregiver to a person not listed as said immediate family, consideration of absence will be given.

Unused sick leave shall be cumulative to a total of seventy-five (75) days for each employee.

After one (1) calendar year of employment, should said sick leave provisions as defined above become exhausted, the full-time employee shall continue to receive full salary, less the amount paid to a non-certified substitute for said employee's position, for a period of an additional twenty (20) days.

Upon approval of an employee's worker compensation claim, Stillwater Public Schools will reimburse the employee based on Worker's Compensation rate.

#### **Article (C) – Sick Leave Bank**

Stillwater Public Schools shall maintain a sick leave bank for the benefit of all employees. SEA shall have a representative on the governing committee of the sick leave bank.

#### **Article (D) – Family and Medical Leave Act**

Stillwater Public Schools will comply with the terms and conditions of the Federal Family and Medical Leave Act. Military caregiver leave shall be provided as required by law. (See policy DECA)

#### **Article (E) – Maternity/Adoption Absence**

The employee will notify the Human Resources Department and supervisor/principal, via email, of the approximate arrival date of the child.

The notice should include a statement as to the approximate date the employee expects to initiate the maternity/adoption absence and the approximate date it will end.

All accrued sick leave days will be applied to the maternity/adoption absence. Maternity/adoption absences can only be applied to contractual days as outlined in the Family Medical Leave Act (Policy DECA).

#### **Article (F) – Jury Witness Leave**

Certified personnel shall be granted leave for jury service or when subpoenaed as a witness in a criminal, civil or juvenile proceeding. Employee must notify the Human Resources Department via email and site supervisor of summons or subpoena. Employees shall receive

full pay, during the time said employee is serving as a juror or witness, as related to the course of employment with Stillwater Public Schools. Any payment for jury duty service shall be submitted to the Finance Department.

### **Article (G) – Leaves of Absence**

1. Short-Term Leave of Absence. Certified staff may apply to the principal or supervisor for short-term leave of absence, without pay, not exceeding five (5) working days per year. Short-term leave must be requested prior to absence through the building principal or supervisor. Requests for absence during times which place undue burden on others or which work against the purposes and objectives of the school will be denied.

Nothing stated in the above shall prevent the Board of Education from authorizing or extending a leave of absence for a purpose not expressly identified above.

2. Long-Term Leave of Absence. Certified full-time staff may apply for long-term leave of absence, without pay, not exceeding one (1) year for the following reasons:

- (a) Graduate study\*
- (b) Work experience required for certification\*
- (c) To hold elected office in state or national professional education organizations
- (d) Maternity or adoption
- (e) Illness
- (f) Military\*\*
- (g) Convalescence of employees or members of the immediate family (a physician's statement may be required concerning the convalescence)

Full-time certified employees' requests for long-term leave without pay must be made in writing directly to the Superintendent and sent by certified mail postmarked on or before April 25th. The Superintendent may recommend approval of the leave to the Board of Education at the next regular board meeting following receipt of the request when it is deemed in the best interest of the District to do so. A letter stating the decision of the Board of Education and condition of the leave will be given to the employee.

If a long term leave of absence is granted in one (1) school year, the employee will not be eligible for another long term leave of absence for at least two (2) complete school years after returning to work at the end of the previous long term leave of absence. Exceptions may exist, such as service in the state/national teacher association(s), election to public office, or illness of the employee or a family member of the employee as defined in Section I, Article (B) of this contract. These exceptions will be considered by the Superintendent and the Board for long term leave in consecutive years. This in no way diminishes the employee's rights under the Family and Medical Leave Act of 1993.

On granting long-term leave, the Board of Education will, during the period from the date of application (no later than April 25th) through June 1st, attempt to identify an acceptable replacement employee who will accept a temporary, one-year only contract. If an acceptable replacement is secured who is willing to accept a temporary, one-year only contract, the leave employee will be allowed to return to the same position after completing the leave of absence. If an acceptable replacement employee who is willing to accept a

temporary, one-year only contract is not identified by June 1st, the leave employee will not be guaranteed the opportunity to return to the same position after completing the leave of absence.

If a long-term leave of absence is granted, without a guarantee to return to the same position, the Board of Education signifies its intent to reemploy said leave employee in another classroom teaching position for which the teacher holds a standard certificate, provided there is a vacant classroom teaching position for which the leave employee holds a standard certificate. If the vacant position is other than the original position and the replacement teacher holds a standard certificate for that position, the returning leave teacher may choose either position. If no position is open for which the leave teacher is qualified, the leave of absence will be extended.

If, following the leave of absence period, the leave teacher rejects an offer of employment for which he/she is certified, the District shall have fulfilled its obligation to the leave employee.

All certified employees granted a leave of absence for any of the above purposes shall retain all accumulated benefits following completion of the leave. No certified employee may accrue additional benefits while on any leave of absence.

To be eligible for reemployment following the period of leave, the employee shall notify the District by certified mail postmarked on or before April 25th of the school year in which the leave was granted.

Employees granted leaves of absence for graduate study (twelve [12] hours per semester at an accredited school); work experience required for certification; and professional education organization officership shall, upon request, furnish satisfactory evidence of completion of the program or term of office for which leave was requested. Failure to do so shall result in termination of the employee except under extraordinary circumstances as determined by the Superintendent.

Any employee on a leave of absence is entitled to continued participation in available health insurance program, provided payment of premiums is made in advance and the employee makes prior arrangements with the Human Resources department.

Employees returning from long-term leave of absence are not exempt from involuntary reduction-in-force policy or internal employee transfer policy.

Nothing stated above shall prevent the Board of Education from authorizing or extending a leave of absence for any other purpose not expressly identified above.

With the exception of work experience required for certification, acceptance of other employment during the time the employee is on leave of absence from Stillwater Public Schools nullifies the conditions of leave and the employee shall be deemed to have resigned as the leave commencement date.

**\* This is only available to career teachers.**

**\*\* The board shall provide leave to qualified employees who are members of any**

**component of the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard), including members of the Army and Air National Guard and the Reserve Forces and the commissioned corps of the Public Health Service, when the employee meets the requirements set forth below and the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave. Leave will be granted in accordance with federal law.**

#### **Article (H) – Bereavement Leave**

Certified personnel, as full-time employees, are granted yearly five (5) days, at no deduction in salary, for each occurrence of death of members of the immediate family. These days do not need to be taken consecutively. Immediate family shall be defined as: (a) spouse, (b) child, (c) parent, (d) brother, (e) sister, (f) grandparent, (g) grandchild, (h) spouse's parent and grandparent, (i) brother-in-law and sister-in-law, (j) niece and nephew, (k) aunt and uncle, (l) cousin, and (m) spouse of member of said immediate family. In addition to the above, full-time teachers may also be permitted to take one (1) day of death leave for each occurrence of death of a member of the "extended family". All death leave benefits shall be non-cumulative.

#### **Article (I) – Administrative Assignments**

Administrative assignments may be granted to teachers without loss of salary. They may include such professional activities as the following: (a) professional and curriculum committee meetings or workshops, (b) workshop presentations, (c) school visitations, (d) legislative sessions concerning education, and (e) other school-related activities assigned by the principal. These requests may be initiated either by the teacher or by the principal.

Any teacher seeking National Board Certification will be entitled to two (2) administrative leave days for national board portfolio development or related professional development. A substitute shall be provided by the School District at no cost to the teacher.

#### **Article (J) – Association Leave**

The President of Stillwater Education Association shall be granted five (5) days per year release time for Association business. The Association will pay the cost of the substitute teacher.

In the event that the Stillwater Education Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives will be excused without loss of salary, provided the Association reimburses the District for the cost of the substitutes. The limitation of Association leave shall be twelve (12) days per year. Excluding Oklahoma Education Association Delegate Assembly, only one (1) person per building per day may take Association leave, with the exception of the President and/or at-large representative. The number of Association leave days shall be increased from seventeen (17) days to twenty-two (22) days during a year when a Stillwater Education Association member is serving on the Oklahoma Education Association Board of Directors.

## **SECTION II**

### **TERMS OF EMPLOYMENT**

#### **Article (A) – Staff Relations**

The Board of Education expects that the worth, dignity and rights of the individual shall be paramount in all administrator/teacher relationships.

#### **Article (B) – Working Conditions**

1. The Stillwater Board of Education will follow the state law and the interpretation of the State Department of Education regarding classroom student load. Teachers who feel the need for extra assistance should communicate that need to the principal either verbally or in writing.

2. Teacher arrival time to departure time shall consist of seven (7) hours and forty- five (45) minutes, with teacher arrival time being thirty (30) minutes before classes are scheduled to begin.

Stillwater Public Schools will provide all teachers with a minimum of forty (40) minutes duty- free lunch each day, except on inclement weather days when students are unable to go outside.

3. In the event that inclement weather persists more than two consecutive days, commencing on the third consecutive inclement weather day and all consecutive inclement weather days thereafter, teachers will be compensated twenty-five dollars (\$25) for each day duty-free lunch is lost. Compensation will only be paid if the proper compensation form is submitted by the teacher within five (5) working days of the inclement weather event. 7/1/2018

4. Certified Planning Time.

- Elementary principals will provide an opportunity for certified employees to assist in developing a teacher work schedule that maximizes the amount and length of planning time. Final decisions on planning time schedules will be made by the building principal.
- Planning time for certified Pre-K through 5<sup>th</sup> grade general classroom elementary employees will be a protected block of no less than thirty (30) uninterrupted minutes each day without physical or educational responsibility for students, totaling no less than two hundred (200) minutes each week. This planning time will occur within the 8:00-2:50 student day unless other arrangements are requested in writing by the certified elementary employee to the building administrator.
- Planning time for specialized certified elementary employees, including, but not limited to, music teachers, media specialists, art teachers, physical education teachers, guidance counselors, foreign language teachers and/or teachers providing special services to children will be a protected block of no less than thirty (30)

uninterrupted minutes during the contracted 7:30-3:15 teacher workday, totaling no less than two hundred (200) minutes each week. All plan time for specialized teachers is to be scheduled around regularly-scheduled faculty meetings and/or other activities.

- Planning time for certified secondary employees will be a protected block of time no less than the length of one (1) scheduled instructional period during each student day.
- 5. Teachers shall dress professionally and appropriately for their subject area and grade level.
- 6. Teachers are expected to be punctual and to attend all faculty meetings, except in the event of extenuating circumstances. Meetings shall be held for a maximum of one hundred twenty (120) minutes per calendar month. Additionally, teachers shall be expected to attend two (2) open house events or other similarly-designated functions during the school year.
- 7. Teachers required to attend workshops, seminars or planning meetings that are held beyond the hours of the contract shall be compensated at the rate of no less than \$25.00 per hour for time involving attendance at these functions. In instances where the workshops, seminars or planning meetings are underwritten by federal or state programs or grants which contain stipulations regarding the amount to be paid to the teacher, the teacher shall receive the compensation provided for in the grant.
- 8. *Members of the bargaining unit shall have the right, if so desired, to be accompanied by a representative of the bargaining unit at any disciplinary conference with administrators and/or supervisors. If documentation of a disciplinary conference is to be made, the administrator and/or supervisor shall:*
  - a. Give reasonable notice, except in emergency situations, of said scheduled conference.*
  - b. Inform the member of the bargaining unit of the subject to be discussed.*

*A disciplinary conference is defined as any meeting with an administrator, supervisor and/or any person higher in the chain of command where the result of the communications engaged in at the disciplinary conference may result in admonishment, reprimand, and/or another assigned disciplinary action.*

*A disciplinary conference does not include a meeting or conference between the member of the bargaining unit and the administrator and/or supervisor that is intended to solely improve the performance of said member of the bargaining unit or to discuss evaluation. 8/15/18*

1. Any Certified Employee who has been arrested or criminally charged with a felony must immediately notify the employee's immediate supervisor and the superintendent in writing and provide a copy of the criminal indictment, information, complaint, or any other criminal charge. In addition, the disposition of such charges



must be reported within seven (7) days of the sentencing, adjudication or final disposition. **8/15/18**

#### **Article (C) – Procedure for Handling Personnel Folders**

1. Folders should be open for teacher inspection.
2. A teacher should be notified of each new enclosure and have the right to clarify or defend a negative enclosure.
3. In the event of an official reprimand, a teacher will have the opportunity to respond in writing.
4. Only authorized administrative personnel should have access to the folder for purposes of official business only.

#### **Article (D) – Posting of Vacancies**

All existing vacancies and newly created positions in Stillwater Public Schools will be posted by the principals in an easily accessible location within individual buildings during the school term. These vacancies will also be posted on the Stillwater Public Schools website. All certified vacancies will be advertised for five (5) working days prior to the beginning of the selection process.

Vacancies created by the conclusion of a Temporary Teacher Contract do not require posting if the supervising Principal intends to recommend the same Temporary Teacher to fill the same position for the ensuing school year. 6/28/16

For the period beginning July 15th through the start of school, the requirement for posting positions will be advertised seventy-two (72) hours. This exception to the five (5) working days is to expedite the selection and hiring process to fill late vacancies.

#### **Article (E) -- Transfers**

At times, the need for teacher transfers exists for purposes of filling vacancies, affecting improvement in the curriculum and instructional needs, and/or meeting desires of employees for opportunity of service elsewhere in the school system.

Provision of this policy provides that teachers and/or the administration may request transfers. The following may be considered in arriving at a decision on any such request: (a) instructional and curriculum needs; (b) teacher qualifications; and (c) pupil-teacher ratios.

1. Grade Level Transfers
  - a. Teacher initiated.
    - i. Any teacher wishing to transfer within a building will make written, dated request to that building principal.
    - ii. The principal shall provide the teacher a written acknowledgment of any

- iii. such request.  
If the transfer is denied, the principal shall state the reasons for denial in writing.
  - b. Administrator initiated.
    - i. A building principal may transfer a teacher to an alternate assignment within the building after first notifying said teacher in writing of the reasons for the building transfer at the earliest possible time.
2. Building Transfers
- a. Teacher initiated.
    - i. Any teacher currently teaching in Stillwater Public Schools and wishing to transfer to a different building will submit an electronic transfer request via the SPS website and submit and complete an online application in the applicant tracking system in order to be eligible for transfer. This will allow each principal to electronically review the teacher's application in order to consider them for the position.
    - ii. If the transfer request is approved for the next level of consideration, the teacher will be guaranteed an interview with the selection committee at the school where the vacancy occurs as part of the normal site selection process. The teacher will be notified of the placement decision once it is made.
    - iii. If the teacher is not selected to fill the vacancy, the request for transfer will remain active until the first day of the coming school year, unless the teacher notifies the Director of Human Resources and the two (2) building principals involved that the transfer request should be removed.
  - b. Administrator initiated.
    - i. A teacher may be transferred to an alternate building by administrative action for such reasons as decline in student enrollment, personnel staffing vacancies, and curricular and instructional needs. Said teacher will be notified in writing at the earliest possible time.
    - ii. New teachers shall not be assigned to a position until all transfer requests related to that position have been reviewed.

### **Article (F) – Temporary Contract Teachers**

1. Teachers employed on temporary contracts shall be notified of the opportunity to interview for rehire at the end of the school year.
2. Teachers employed on temporary contracts may be rehired for the ensuing school year without participating in the interview process.

## **Article (G) – Reduction in force**

### 1) General Matters

- a) Reasons for a Reduction in Force. A teacher may be dismissed or non-reemployed 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 or (iv) other business necessity as determined by the board, a reduction in teaching staff for the following fiscal year is necessary.
- b) Definitions. For the purpose of this policy, the following terms have the stated meanings:
  - i) "Financial exigency" means a reduction in the School District's financial resources resulting from declining enrollment or any other action or event that in the sole judgment of the board of education will result in a reduction in the School District's current or future operating budget.
  - ii) "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
  - iii) "Declining enrollment" means a decrease in the School District's total enrollment or enrollment in a particular program or curriculum offering which in the sole judgment of the board of education may adversely affect the School District's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or curriculum offerings.
- c) Criteria for Eliminating Positions. The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the School District. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.
- d) Priority. In determining which teacher(s) will be dismissed or non-reemployed when one or more of a number of identical positions is eliminated, the following criteria, in this order, shall govern:
  - 1. The School District will dismiss or non-reemploy the teacher(s) who has the lowest composite rating under the School District's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.

2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the School District will be retained.
3. If the teachers are equal under the above criteria, the School District will retain the teacher with the most advanced academic degree status.
4. If degree status is equal, the School District will retain the teacher having the most versatile certificate in order to enable the School District to have flexibility in planning future curriculum.
5. If versatility of certificates is equal, the School District will retain the teacher chosen by lot through a process determined by the Superintendent or the Superintendent's designee.

## 2) Procedures

- a) Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own volition, shall submit to the board the superintendent's written recommendations for terminating particular teaching positions. In making recommendations, the superintendent (i) shall not be limited to considering only positions in the areas or programs designated by the board and (ii) shall consult with each principal or other administrator in whose school or unit a position elimination/termination is proposed and (iii) shall take into consideration the criteria set out herein.
- b) Action by Board. 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 initiate action without such recommendation provided that it adheres to the other provisions of this policy.
- c) Notice and Hearing Procedures. Prior to taking any action to non-reemploy or dismiss a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures shall be the same as those provided by Oklahoma law and board policy regarding dismissal and non-reemployment of teachers for cause. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the 1st Monday in June.
- d) Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to (i) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the School

District and (ii) whether the recommendation to not renew (or dismiss) the specific teacher is being made in good faith and pursuant to the process set out herein.

- e) Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and unappealable.

### 3) Reemployment or Other Employment After Reduction in Force

- a) Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least 3.00 at the time of his/her non-reemployment (or dismissal). For two school years after the effective date of non-reemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was non-reemployed (or dismissed) due to a reduction in force without first offering such position to the non-reemployed (or dismissed) teacher. If more than one non-reemployed (or dismissed) teacher is both certified and qualified for a position which the teachers previously held with the School District and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position.

Nothing in this policy shall give to any non-reemployed (or dismissed) teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the School District.

- b) Recall Procedures. The offer of reemployment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.
- c) Status After Recall. A career teacher who has been non-reemployed (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed (or dismissed) but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

### 4) Interpretation and Application

The interpretation and application of any provision of this policy shall be the exclusive province of the Board of Education.

## **Article (H) – Employee Drug Testing Policy**

Certified employees of Stillwater Public Schools will adhere to the policies outlined in policy DCC-R.

## **Article (I) – Employee Grievance Procedure Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to issues that may arise with respect to an employee's terms and conditions of employment. It is agreed that those proceedings should be kept as confidential as may be appropriate at any level of the procedure.

### **General Information**

Time Limits. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the grievance process. Time limits specified, however, may be extended by mutual agreement or by mitigating circumstances, the nature of which shall be set forth in writing by the parties affected by the same circumstances.

If a grievant does not appeal a decision within the specified time limits, the grievance shall be deemed settled at the highest level to which it was appropriately appealed. Failure of the immediate supervisor and/or superintendent to respond to a grievance within the specified time limits shall permit the grievant to proceed to the next level in the grievance process.

In the event a grievance is filed at a time that it cannot be processed through all procedural steps by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement made in writing by both parties, and the grievance shall be resolved as soon thereafter as possible.

Group Grievances. No provision for group grievance is provided in this grievance procedural policy. The Board of Education and bargaining committee may consider adding such provision when experience indicates it is appropriate.

Right of Employee to Representation. During Levels I and II of the grievance procedure, the grievant and administrator may only be represented by a District employee or a representative of a professional organization of his/her choosing or may represent him/herself at these levels of the grievance process.

During Level III of the grievance procedure, the grievant and the administrator may be represented by a designee of his/her choosing or may represent him/herself at this level of the grievance procedure. If the grievant chooses to be represented by legal counsel, the administrator reserves the right to be represented by legal counsel.

Reprisals. No reprisals of any kind shall be taken by any party against any other party in the grievance procedure by reason of such participation.

Grievance File. All documents, communications and records dealing with the grievance process shall be maintained in a file separate from the employee's personnel file.

Resolutions. Resolution of all grievances will be consistent with the negotiated agreement, Board policies, state statutes and administrative rules and regulations with respect to the grievant.

Process Observer. The chief negotiator for the bargaining committee, or a designee from the bargaining committee assigned by the chief negotiator, may represent the negotiating body at any and/or all levels of the grievance process. The role of process observer is to ensure proper representation and application of the grievance procedures outlined in the negotiated contract. The Grievance/Statement of Concern form(s) and documentation of resolution(s) shall be forwarded by Stillwater Public Schools to the chief negotiator.

### **Definitions**

Grievance. A grievance shall be a claim by any employee of the Stillwater School District that there has been a violation, misrepresentation or misapplication of the terms of the negotiated agreement, state statutes, Board policies or administrative rules, regulations or directives with respect to the employee. All grievances filed by certified employees must adhere to the procedures outlined herein. A grievance which arises from an action of an authority above the level of immediate supervisor may be initiated at Level III of this procedure.

Grievant. The grievant is the employee filing a grievance.

Days. The term “days” used within this grievance procedure shall, except where otherwise provided, indicate contract working days of the grievant.

Grievance/Statement of Concern Form. The Grievance/Statement of Concern Form is the official form that must be submitted by grievant at the Level I, II and III grievance. Said form has been developed by and can only be modified through negotiated agreement and will be available to the grievant in the main office of each school site.

### **Grievance Procedure**

Informal Resolution – Immediate Supervisor. Any certified employee who feels he/she has a legitimate grievance shall first request an Informal Resolution Meeting to discuss the concern(s) with the grievant’s immediate supervisor within twenty (20) days of becoming aware of the most recent alleged violation. The grievant will cite specific contractual clauses, state statutes, or policies alleged to have been violated. The Informal Resolution Meeting must be held within five (5) days of grievant’s initial request for said meeting, unless both parties have agreed to extend this time. A memo will be generated by the supervisor at this Informal Resolution Meeting, stating briefly the topic, time, date and location of the meeting and signed by both employees, solely for the purpose of creating a record of said meeting. The grievant will receive a copy of the signed memo prior to the conclusion of the meeting. The objective of said meeting shall be to resolve the matter informally.

Level I Formal Resolution – Immediate Supervisor. If the grievant is not satisfied with the discussion and/or the resolution of the grievance issue(s) at the Informal Resolution Meeting or if the immediate supervisor fails to schedule the Informal Resolution Meeting within five (5) days, the grievant or representative(s) of the grievant may file a Level I Grievance with the immediate supervisor in writing, using the Stillwater Public Schools Grievance/Statement of Concern Form.

The immediate supervisor will, in five (5) days from receipt of the Level I Grievance,

respond in writing to the grievant, stating a decision regarding the grievant's concerns and including reason(s) for said decision(s).

Level II Formal Resolution – Superintendent of Schools. If the grievant is not satisfied with the grievance disposition at Level I or if no decision is rendered within the five (5) days set out in the Level I procedure, the grievant or representative(s) of the grievant may file a Level II Grievance in writing, using the Stillwater Public Schools Grievance/Statement of Concern Form. The Level II Grievance must be filed with the Superintendent of Schools within five (5) days of receipt of the Level I Grievance decision from the immediate supervisor or ten (10) days from initial filing of the Level I grievance if a decision was not rendered by the immediate supervisor within the time allowed.

The Superintendent of Schools, within fifteen (15) days of receipt of the Level II Grievance, shall hold a meeting with the grievant and/or representative(s) of the grievant, for the purpose of hearing the grievance/concerns of the grievant.

Written notice of the time, date and location of the meeting shall be provided to the grievant and representative(s) of the employee at least five (5) days prior to the date of the meeting.

Within ten (10) days after the Level II Grievance meeting, the Superintendent shall provide the grievant a written decision that will include supporting reason(s) for said decision.

Level III Formal Resolution – Board of Education. Within five (5) days of the receipt of the decision of the Superintendent, said decision may be appealed by the grievant and/or representative(s) of the grievant, to the Board of Education using the Stillwater Public Schools Grievance/Statement of Concern Form. The Level III Grievance must be received by the President of the Board of Education no less than ten (10) days prior to the next regularly-scheduled monthly meeting of the Board in order to be heard at the next monthly meeting.

Within forty-five (45) days of the filing of the Level III Grievance, the Board of Education will hear the appeal of the grievant, either at a regularly-scheduled monthly Board meeting or at a special meeting, scheduled specifically for that purpose. The grievant and representative(s) of the grievant shall be informed of the hearing date no less than ten (10) days prior to the hearing.

All proceedings before the Board of Education under the Level III Grievance procedure shall be open to the public, except when it is mutually agreed by the grievant and the Board of Education that the nature of the grievance and its disposition should not be subject to public information. The Oklahoma Open Meeting Act will govern all meetings.

The Board may consider, during the Level III Grievance, additional matters related to the application of the grievance policy to the specific grievance that is before the Board.

Within ten (10) days after the appeal hearing by the Board of Education, the Board shall provide the grievant and representative(s) of the grievant its written decision,



which shall include supporting reasons therefore.

#### **Article (J) – Teacher Negotiation Organization Grievance Policy**

The Board of Education recognizes the right of the teacher bargaining organization, as established by state statute, to file grievances on those items that deal solely with the statutory rights and activities of the organization to conduct professional negotiations. All Association grievances will be filed through the negotiation team. No grievance will be filed without a prior meeting between the negotiation team and the Superintendent of Schools.

Organization grievances shall be filed at Level II of the Employee Grievance Procedure. Individual employee grievances cannot be filed under this policy. They must be filed in accordance with the provisions of the Employee Grievance Procedure.

### **SECTION III COMMUNICATIONS**

#### **Article (A) – Internal Communications Committee**

An Internal Communications Committee, composed of one (1) teacher from each building and two (2) SESPA representatives, will be formed yearly. This committee, chaired by the SEA Corresponding Secretary, will meet quarterly with the Superintendent who may also invite representatives of the administration.

If an employee has an issue that affects the general population, he/she first attempts to resolve it with the site administrator. If an employee has a district-level issue, he/she first attempts to resolve it with the site administrator and appropriate district administrator. An employee has the option to be represented by their internal communications committee member. If the issue is not solved at the site level, the employee must put the issue in writing and furnish the chair with a copy prior to his/her meeting with the Superintendent. The Internal Communications Committee will meet each quarter on a date and time mutually agreed upon by the chair of the committee and the Superintendent. On the Friday prior to the quarterly meeting, the Superintendent and the chair of the committee will meet. It is during this Friday meeting that the chair presents agenda items to the Superintendent and, in turn, the Superintendent adds items of his/her own. The final agenda, created jointly, is used with the committee.

If necessary, the Internal Communications Committee can call additional meetings.

#### **Article (B) – School Calendar**

The school calendar will be the result of positive and effective input by both teachers and the administration. A Calendar Committee will work with the administration of the school calendar. Final decisions will be made by the administration.

## **SECTION IV** **COMPENSATION**

### **Article (A) – Salary Schedule**

SEA and the BOE agree to award a Step increase to all eligible teachers based on the 2018-2019 Teacher Salary Schedule.

It is the intent of this contract that all full-time certified staff, contracted for the current school year, shall be compensated according to degree and experience as indicated by the attached schedule, except as follows:

1. Effective January 1, 1990, only graduate level credit earned following the date of the initial teaching degree that is approved for certification in the field of education may be applied to Levels II, IV and V of the Stillwater Public Schools Teacher Salary Schedule. Graduate hours earned before initial certification is achieved will be approved for the salary schedule if a conversion endorsement certificate or initial teaching certificate is granted. The Superintendent of Schools may grant exceptions to this policy prior to enrollment.
2. Effective July 1, 2017, all teachers will be placed on the Teacher Salary Schedule commensurate with all verified years of teaching experience whether earned in Oklahoma or another state. This salary placement will not include a retroactive payment.
3. No returning certified employee will qualify for an increment on the attached compensation scale who has not met the local staff development requirements for the previous year.
4. Stillwater Public Schools will pay to the Oklahoma Teacher Retirement System each employee's entire contribution as part of the total compensation as per the attached compensation schedule.
5. Less than full-time certified teaching staff shall be compensated for a portion of a planning period in an amount equal to the ratio of their teaching assignment to full-time equivalency if the position to which they are assigned has a set, regularly-scheduled planning period. If two (2) or more teachers split or job-share a full-time assignment, the sum of their fractional parts cannot exceed a 1.0 full-time equivalency (1.0 FTE).
6. For the current contract year, the Section 125 deductible allowance will be set at Fifteen Thousand Dollars (\$15,000.00).
7. Certified Elementary or Secondary employees who lose planning time due to:
  - a. the lack of available substitutes for "specials teachers";
  - b. being directed by the building administrator to use his/her planning time to supervise instructional classes; and/or,
  - c. failure to receive planning time through no fault of the certified employee, with the exception of special programs or assemblies, shall be compensated \$25.00 per planning period lost at the elementary, middle

school or junior high school levels, or \$30.00 per eighty-five (85) minute high school block. This compensation shall be made on a semester basis, provided the employee has submitted to the building administrator, within five (5) teacher contract days, the proper compensation form available in each site's main office. **8/15/18**

8. On those occasions in Elementary schools when all three of the following conditions are met:
  - a. A substitute teacher is requested through AESOP (substitute tracking system) due to a Grade Level teacher absence; and
  - b. The requested substitute teacher position is not filled; and
  - c. Another Grade Level teacher is required by the building administrator to teach some or all of the students from the absent teacher's class in addition to his/her own regularly scheduled students;

it is agreed that the teacher required by the building administrator to teach some or all of the students from the absent teacher's class shall be paid \$5.00 per student added to the class per day.

This compensation shall be made on a semester basis, provided the employee has submitted to the building administrator, within five (5) teacher contract days, the proper compensation form available in each site's main office. **8/15/18**

9. Effective with the 1997 – 1998 school year, new hires in the areas of counseling, reading or gifted and talented will no longer receive five percent (5%) extra salary for their positions. Teachers in those positions prior to 1997 – 1998 will continue to receive the five percent (5%) extra salary as long as they remain in the same positions.
10. Any teacher who receives a master's degree or Ph.D. from an accredited American university after July 1, 2012 shall be paid a one-time stipend of \$3,000 payable upon signed contract for the following year. Any teacher hired after July 1, 2012 will receive the stipend only if the degree is awarded after hire date and contingent upon continued employment with SPS for at least one year.

#### **Article (B) – Payment Schedule**

Teachers will be paid on a twelve (12) month basis. Entry-level teachers have the option of receiving a partial check on September 1st.

#### **Article (C) – Attendance Incentive**

1. For the 2018-2019 school year, the following attendance incentive applies to certified teachers for both the fall and spring semester.

<b>Total Combined Sick/Personal Used During Semester</b>	<b>Stipend (dollars)</b>
0	\$200
.5	\$175
1	\$150
1.5	\$125
2	\$100

A teacher must be employed for a full semester to be eligible for this incentive. The incentive for part-time teachers shall be prorated accordingly. This incentive shall be re-evaluated annually during negotiations. For all certified staff that do not take a sick or personal day during the months of March, April and May, their names will be entered into a drawing for a \$1,000 stipend.

2. A certified teacher who has accumulated more than seventy-five (75) days of sick leave as of the close of business on June 30th of a fiscal year shall receive forty dollars (\$40.00) for each unused sick leave day accumulated during that year. The Attendance Incentive will be paid in a separate check before July 31st. Only sick leave days accumulated while employed with Stillwater Public Schools shall apply.

Certified employees on twelve (12) month contracts shall be eligible for two (2) more days.

#### **Article (D) – Accumulated Attendance Incentive (Retirement)**

Certified employees who retire during the current school year shall receive Twenty-Five Dollars (\$25.00) for each unused sick day accumulated during their employment in Stillwater. To obtain this benefit, an employee must be eligible for full retirement benefits as defined by the Oklahoma Teachers' Retirement System.

#### **Article (E) – Residency Year Mentors**

Stillwater Public Schools will provide funding for mentor teachers to support the Residency Year Program. Mentors will be funded according to established District guidelines. A stipend of Five Hundred Dollars (\$500.00) will be paid to mentors upon completion of the residency year requirements.

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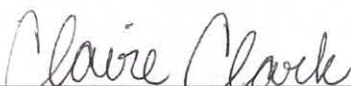
#### **ATTACHMENTS**

1. Stillwater Public Schools Teacher Evaluation Handbook

This attachment is in each teacher's possession, having been received and signed for within the first two (2) weeks of the school year.

2. Certified Salary Schedule for 2018-2019.

## APPROVED



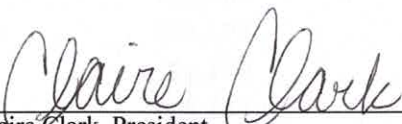
Claire Clark, Chief Negotiator  
Stillwater Education Association

8/15/18  
Date



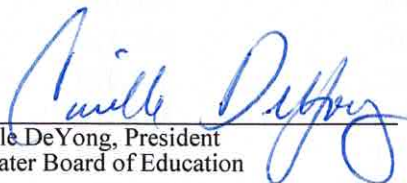
Michael Shanahan, Chief Negotiator  
Stillwater Board of Education

8/15/18  
Date



Claire Clark, President  
Stillwater Education Association

8/15/18  
Date



Camille DeYong, President  
Stillwater Board of Education

8/15/18  
Date

**Stillwater Public Schools**  
**2018-2019 Certified Salary Scale**

<b>STEP</b>	<b>Level I</b> <b>Bachelor</b> <b>degree</b> <b>FY19</b>	<b>Level II</b> <b>Bachelor</b> <b>plus 16 hrs</b> <b>FY19</b>	<b>Level III</b> <b>Master</b> <b>degree</b> <b>FY19</b>	<b>Level IV</b> <b>Master</b> <b>plus 16 hrs</b> <b>FY19</b>	<b>Level V</b> <b>Doctorate</b> <b>FY19</b>
0	\$37,523	\$37,770	\$38,851	\$39,937	\$40,607
1	\$37,946	\$38,220	\$39,299	\$40,386	\$41,056
2	\$39,155	\$39,352	\$40,912	\$41,517	\$43,009
3	\$39,579	\$40,140	\$41,629	\$42,307	\$43,796
4	\$39,984	\$40,563	\$42,053	\$42,730	\$44,219
5	\$41,026	\$41,493	\$43,087	\$43,868	\$45,357
6	\$41,425	\$42,241	\$44,015	\$45,030	\$46,654
7	\$41,832	\$42,683	\$44,535	\$45,579	\$47,232
8	\$42,242	\$43,128	\$45,062	\$46,134	\$47,817
9	\$42,656	\$43,580	\$45,595	\$46,699	\$48,413
10	\$43,206	\$44,171	\$46,338	\$47,470	\$49,356
11	\$43,633	\$44,637	\$46,891	\$48,054	\$49,971
12	\$44,064	\$45,109	\$47,452	\$48,648	\$50,598
13	\$44,499	\$45,585	\$48,020	\$49,248	\$51,233
14	\$44,940	\$46,068	\$48,595	\$49,857	\$51,877
15	\$45,404	\$46,575	\$49,198	\$50,495	\$52,552
16	\$45,851	\$47,070	\$49,790	\$51,121	\$53,217
17	\$46,305	\$47,570	\$50,390	\$51,757	\$53,889
18	\$46,764	\$48,074	\$50,998	\$52,402	\$54,573
19	\$47,225	\$48,586	\$51,615	\$53,057	\$55,267
20	\$47,714	\$49,124	\$52,262	\$53,742	\$55,993
21	\$48,186	\$49,647	\$52,895	\$54,416	\$56,708
22	\$48,741	\$50,176	\$53,537	\$55,098	\$57,464
23	\$49,223	\$50,713	\$54,189	\$55,793	\$58,171
24	\$49,711	\$51,256	\$54,849	\$56,496	\$58,918
25	\$51,134	\$52,733	\$56,486	\$58,178	\$60,688
26	\$51,512	\$53,245	\$57,122	\$58,860	\$61,416
27	\$51,946	\$53,740	\$57,743	\$59,525	\$62,129
28	\$52,385	\$54,239	\$58,373	\$60,203	\$62,855
29	\$52,831	\$54,745	\$59,013	\$60,891	\$63,592
30	\$53,282	\$55,267	\$59,663	\$61,590	\$64,341
31	\$53,749	\$55,798	\$60,318	\$62,501	\$65,098
32	\$54,057	\$56,106	\$60,626	\$62,809	\$65,406
33	\$54,364	\$56,413	\$60,933	\$63,116	\$65,713
34	\$54,672	\$56,721	\$61,241	\$63,424	\$66,021
35	\$54,979	\$57,028	\$61,548	\$63,731	\$66,328
36	\$55,287	\$57,336	\$61,856	\$64,039	\$66,636
37	\$55,594	\$57,643	\$62,163	\$64,346	\$66,943
38	\$55,902	\$57,951	\$62,471	\$64,654	\$67,251
39	\$56,209	\$58,258	\$62,778	\$64,961	\$67,558
40	\$56,517	\$58,566	\$63,086	\$65,269	\$67,866