

**SUPPORT EMPLOYEES CONTRACT
2019-2020
STILLWATER PUBLIC SCHOOLS**

SECTION I

Contract Intent and Purpose

All items contained within this negotiated agreement will become a part of the policies of the Stillwater Board of Education for the length of time the contract is in force, which is for the fiscal year beginning July 1, 2019, through June 30, 2020. By mutual agreement of both parties, support employees and Board of Education, multiple thirty (30) day extensions can be applied to this contract after June 30, 2020.

Further, the provisions of this act are severable and if any part or provision hereof shall be held void, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions.

Each employee shall receive a written notice of employment of lack thereof for the succeeding year not later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later.

SECTION II

Attendance Incentive

After an accumulation of forty (40) days of sick leave, each support employee shall receive forty dollars (\$40.00) for each unused sick leave day accumulated during that year to be paid in the final check of the contractual year. Only sick leave accumulated while employed in Stillwater Public Schools shall apply.

Support Employees who are eligible for sick/personal leave will be awarded an additional incentive stipend based on the following criteria: 7/1/2017

Percent of Contract Days Absent per Semester	Stipend (dollar)
0% days absent	\$200
1.75% days absent	\$175
2.5% days absent	\$125

The employee must be employed with SPS for a full semester to be eligible.

SECTION III

Article (A) – Sick Leave

Support personnel employed as full-time on a nine (9) or ten (10) month basis are granted ten (10) days sick leave for each school year without loss of salary; full-time support 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 for each school year without loss of salary. Support employees that start during the contracted year will receive 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 three (3) consecutive days of absence or if a pattern of absenteeism is noted. If an employee leaves the District for any reason before the end of the contract year, the remaining sick leave days will not be transferrable

and the number of sick leave days used beyond the number of months worked will be reclaimed by the District.

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) children, (c) parents, (d) brothers, (e) sisters, (f) grandparents, (g) grandchildren, and (h) spouse’s parents and grandparents. 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 all employees.

After one (1) year of employment, should said sick leave provisions as defined above become exhausted, the full-time employee shall continue to receive full salary, less fifty percent (50%), for a period not to exceed twenty (20) days for personal accidental injury, illness or pregnancy. Extended leave requires a doctor’s statement and may not be used for short-term occurrences or one day at a time.

Article (B) – Sick Leave Bank

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

Article (C) - 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 (D) – Maternity/Adoption Absence

The employee will notify the Human Resources Department and their supervisor/principal 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 (E) - Personal Leave

Support personnel, as full-time employees, are granted five (5) days of leave each school year. Personal leave will be pro-rated for employees who begin or leave mid-year. They are defined and distributed as follows:

Personal Days – Employees with five (5) years or less of Stillwater Public School experience receive two (2) days of personal leave with no salary deduction and three (3) days personal leave with a salary deduction of thirty-five (35) percent. Employees with six (6) through nine (9) years of experience receive three (3) personal days with no salary deduction and two days personal leave with a salary deduction of thirty-five (35) percent. Employees with ten (10) or more years of experience receive five (5) days of personal leave with no deduction.

Years	Days (no deduct)	Days (35% deduct)
5 years or less	2	3
6-9 years	3	2
10 or more years	5	0

Personal leave days should, whenever possible, be applied for at least three (3) days prior to the requested leave. The supervisor shall be notified of personal leave requests no later than the morning of the leave, prior to the beginning of the work day.

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.

Unused personal leave at the end of the fiscal year will be converted to sick leave.

Article (F) – Bereavement Leave

Subject to the provisions set out below, full-time support personnel are granted yearly five (5) days, with no deduction in salary, for each occurrence of death of spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse's parents and grandparents. In addition to the above, support personnel may also be permitted to take three (3) days of bereavement leave for each occurrence of death of a member of the "extended family". Extended family shall mean brothers-in-law and sisters-in-law, nieces and nephews, aunts and uncles, first cousins and spouses of members of said immediate family.

Support personnel may use personal leave days to attend a funeral of person not included in the immediate or "extended family" as previously defined. All bereavement leave benefits shall be non-cumulative. "Bereavement Leave" days do not have to be taken consecutively in the instance of spouse, children, and parents.

Provided, an individual's bereavement leave shall not exceed a total of ten (10) days during any school year unless approved by the Superintendent.

Article (G) – Jury/Witness Leave

All full-time support 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 Resource Department and site supervisor of summons or subpoena. Employees shall receive full pay during the period of 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 (H) – Vacation Leave

Support personnel employed on a twelve (12) month basis shall receive credit for ten (10) days of paid vacation per year, accrued at a rate of one (1) day per month after the first two (2) months of employment. During the second year of employment, twelve (12) month employees shall receive credit for ten (10) days paid vacation, accrued at the rate of one (1) day per month up to ten (10) days. During the third year of employment and succeeding years, twelve (12) month employees shall receive credit for fifteen (15) days of paid vacation leave July 1st of each school year.

Each twelve-month employee shall receive one paid day vacation during the week of Spring Break. Each employee shall choose which day to take leave. The choice of day for this vacation is to be identified in writing by the employee and submitted to their supervisor on or before February 15 of the current contract year. If a choice of day for this vacation is not identified by this procedure on or before February 15, this

day of vacation will be identified by the supervisor. Supervisors will respond to a request or identify a day as early in each contract year as possible, but no later than February 28 of the current contract year.

Vacation leave may accumulate from year to year to a maximum amount of 20 days. Any days accumulated above the maximum will be forfeited at the end of the fiscal year.

If an employee leaves prior to the end of the contract year, vacation used in excess of the employee's monthly accrual rate shall be reimbursed to the District out of the final paycheck. Vacation leave accrued, but unused, during any year shall, at the time of termination, be paid to said employee at their regular rate of pay then in effect.

Vacation time for said employee defined above shall be approved in advance by the immediate supervisor based on the work needs of the site or department.

In the event a support employee is unable to use vacation time prior to the end of the fiscal year, the support employee will be paid at the regular rate of pay in effect at the time, provided that the employee has scheduled vacation leave and was unable to take said vacation leave due to District business or circumstances, OR a timely request for vacation leave has been denied and no alternative vacation dates have been proposed by the employee's supervisor.

All vacation leave shall be scheduled as follows:

Days Taken	Notice Required	Approval
1-3 Days	48 hour notice	Immediate verbal approval
4 or more consecutive days	2 week notice	3 days written approval

Should more than one employee request vacation at the same time and the immediate supervisor cannot release all employees making the request, the employee with the most seniority at the site shall be granted leave first, the second most senior employee second, etc.

In case of inclement weather, any available leave can be taken with no advance notice upon approval of the employee's supervisor. The employee shall notify the supervisor verbally when taking any available leave for inclement weather and formal notice will be completed when the employee returns to work.

Employees may change previously scheduled vacation with the approval of the supervisor.

Article (I) – Leaves of Absence

1. Short-Term – Support staff may apply to the Superintendent of Schools 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 and submitted to the Superintendent of Schools for action. Requests for absence during times which place undue burden on other or which work against the purposes and objectives of the school will be denied.

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.

2. Long-Term – Full time support staff employees who have successfully completed three (3) consecutive years of service may apply for long-term leave of absence, without pay, not exceeding one (1) year, for the following reasons:
 - a) Graduate or undergraduate study
 - b) Maternity or adoption
 - c) Illness
 - d) Military service

- e) Convalescence of employees or member of the immediate family (a physician's statement may be required concerning convalescence)

Support employee's requests for long-term leave without pay must be made in writing directly to the Superintendent and sent by certified mail. The Superintendent may recommend approval of the leave to the Board at the next regular meeting following receipt of the request when it is deemed in the best interest of the School District to do so. A letter stating the Board of Education's decision and conditions 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 one (1) complete school year after returning to work at the end of the previous long-term leave of absence.

On granting a long-term leave, the Board of Education signifies its intent to reemploy said employee in the job classification the employee vacated provided there is a vacancy in that classification.

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

To be eligible for reemployment following the leave period, the employee shall notify the School District by certified mail postmarked thirty (30) days prior to the conclusion of the long-term leave.

Employees granted leaves of absence for graduate or undergraduate study twelve (12) hours per semester at an accredited school shall, upon request, furnish satisfactory evidence of completion of the program for which leave was requested. Failure to present such evidence shall result in the termination of the employee except under extraordinary circumstances as determined by the Superintendent.

Any employee on leave of absence is entitled to continued participation in available health insurance programs provided payment of premiums is made in advance, and the employee makes prior arrangements with the District's business office

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 considered terminated.

Article (J) – Birthday Leave

All support personnel who have completed five (5) years of employment as of the beginning of the fiscal year with Stillwater Public Schools pursuant to a written contract are eligible for "birthday leave", as provided by the following guidelines:

- 1) This leave is subject to prior approval by the supervisor.
- 2) Birthday leave may be requested at any time during the employee's work year.
- 3) Day is defined as the period of time the employee is normally scheduled to work.
- 4) Birthday leave is non-cumulative.

Article (K) – Inclement Weather

There are three levels of school/district closure:

Level 1 -

- If you are a Principal or Assistant Principal or are on a 210, 220, or 260 day contract you are expected to work.
 - If you are unable to make it to work, you would use any accrued leave.
- Employees who are not Principals and Assistant Principals and not on a 210, 220, or 260 day contract are not required to report to work on this day.
- Schools & District Office are open for business.

Level 2 -

- Only essential staff will be expected to report for work.
 - They will receive their regular pay in addition to pay for the hours they have worked.
- Employees that are on contract and are not defined as essential staff will not have to use accrued leave for this day.
- Schools & District Office are closed for business, only essential staff will work.

Below is a list of essential staff

- All Custodians (AM & PM can come during the day and stay only until defined tasks are completed such as clearing sidewalks, shoveling snow, putting ice melt materials out, etc.)
- Facilities employees as defined by Director of Facilities.

Level 3 -

- Severe weather conditions: No employee will report to work unless instructed by immediate supervisor.
- Employees will not use accrued leave (vacation or personal leave) for this day.
- Schools & District Office are closed for business.

In all circumstances please use good judgment. If you are unable to make it to work safely, do not risk driving in poor road conditions. Be sure to notify your supervisor if you are expected at work and cannot report.

Article (L) – Fifteen Minute Increments

The purpose of this Article is to allow all leave to be taken in fifteen (15) minute increments.

Article (M) – Transfers

At times the need for support staff transfers exists for purposes of filling vacancies, meeting needs of the District or school site, and/or meeting desires of employees for opportunity of service elsewhere in the school system. When an employee is transferred to a position that is twelve (12) month, either by initiation of the administrator or request of the employee, all years of service with Stillwater Public Schools shall count towards benefits.

Provision of this contract provides that support staff may request transfers, and the administration may make transfer assignments. The following procedure will be followed for transfer situations:

Administrator Initiated

- 1) A building principal or supervisor may transfer a support staff member to an appropriate alternate assignment or schedule within the building after first notifying said staff member in writing of the reasons for the change at the earliest possible time. These reassignments must be to positions for which the person is qualified. Transfer will not result in pay reduction.
- 2) A support staff member may be transferred to an alternate building assignment or schedule by administrative action for such reasons as student enrollment, personnel staffing vacancies, and the needs of the District or site. Said staff member will be notified in writing at the earliest possible time.
- 3) The supervisor requesting a transfer of a support employee to an alternate site should put the request in writing to the Director of Human Resources who will engage appropriate supervisors in the decision regarding the transfer.
- 4) Support staff member will be notified in writing of any transfer at the earliest possible time.
- 5) New staff members shall not be assigned to a position until all transfer considerations have been made.

Staff Initiated

- 1) All support staff that wish to transfer must complete an online application in the applicant tracking system in order to be eligible for transfer. This will allow each supervisor to electronically review the application in order to consider them for the position.
 - a) If the transfer request to a new site with a different position is approved for consideration, the staff member will be guaranteed an interview where the vacancy exists as part of the normal site selection process. If the staff member is not selected to fill the vacancy, the staff member will remain in the existing position. The applicant who has been interviewed will be notified when the position has been filled.

Article (N) – Association Leave

The president of the Stillwater Education Support Professionals Association shall be granted five (5) days per year release time for association business. This time will be granted at no loss of pay. The Association will pay the cost of the substitute employee if one is hired.

The limitation of association leave shall be twelve (12) days per year. Excluding Oklahoma Education Association Delegate Assembly, only one person per job category per building per day may take association leave with the exception of the president and/or at-large representative. These days shall be granted at no loss of pay.

SECTION IV

Article (A) – Mileage

The Stillwater School District will pay the federal rate to traveling support employees for job required travel. All travel must be authorized by the appropriate supervisor and required paperwork submitted.

Article (B) – Employee Retirement

Support employees who retire during the current school year shall receive Twenty-Five Dollars (\$25) for each unused sick day accumulated during their employment in Stillwater.

- 1) To obtain this benefit, a support employee who is a member of Oklahoma Teacher Retirement System (OTRS) must meet eligibility for retirement benefits through the OTRS.
- 2) A support employee who is not a member of OTRS must meet eligibility for retirement by:
 - a) Having at least five (5) full years of employment with Stillwater Public Schools, and;
 - b) Reaching age 62 before resigning, or;
 - c) Reaching age 55 and having at least 30 years of employment with Stillwater Public Schools.

Article (C) - Retirement Contributions

Support employees who choose to be members of the Teachers' Retirement System may have their gross salary reduced by the current retirement rate to make their contribution a nontaxable benefit.

Article (D) – Posting Vacancies

All existing vacancies and newly created positions in the Stillwater Public School system will be posted on the SPS website. These shall be posted for a minimum period of five (5) working days prior to being filled.

For the period beginning July 15th through the start of school, the requirement for posting Teaching Assistant 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) - Probationary Period

Support employees shall be employed for a one (1) calendar year probationary period. After successful completion of the probationary period, the employee shall be granted all rights of regular employment as provided by statute if the contract is renewed.

No support employee who has been employed in the School District for one (1) year or more may be suspended, demoted, or terminated except for causes set out by Title 70 of the Oklahoma Statutes, Sections 24-132 through 24-136.

Article (F) – Representation in Disciplinary Conferences

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:

- 1) Give reasonable notice, except in emergency situations, of said scheduled conference.
- 2) 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 engage 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

Article (G) – Procedures in Cases of Arrests or Criminal Charges of Employees or Persons Providing Serviced to the School District

Any 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

SECTION V
COMPENSATION

Article (A) – Step Increases

SESPA and the Board of Education agree to award a Step increase to all eligible employees based on the 2019-2020 Support Salary Scale.

In addition, those eligible employees on step 40 in 2018-2019 shall be awarded a \$300 one-time stipend.

It is the intent of this contract that all support staff contracted for 2019-2020 shall be compensated according to classifications as indicated by the attached schedule, except as follows:

- Full-time employees who begin work after January 1 will not accrue a step increase for the next contracted year.

When placing a new employee on the salary schedule, the District will give credit for all verified experience in a comparable position as measured by Human Resources. 7/1/2017

Article (B) – Insurance Benefits

Support employees who are contracted to work a minimum of six (6) hours a day, 172 days a year for the 2019-2020 school year are eligible for the Flexible Benefit Allowance (FBA) to be applied toward the purchase of health insurance and other insurance options.

The Flexible Benefit Allowance (FBA) is based on the cost of the premium for the Health Choice High Option plan.

This FBA can be used to purchase any of the available health insurance options. If a purchased option costs more than the FBA, that difference will be deducted from the employee's paycheck each month. If a purchased option costs less than the FBA, that difference will be paid to the employee as compensation and included in the regular paycheck.

Employees who choose NOT to participate in one of the available health insurance options, will be paid a cash amount in lieu of the FBA, which is currently \$189.69/month, included in the regular paycheck.

For Support employees who are contracted to work fewer than 6 hours per day, but at least four (4) hours per day or 20 hours per week, and who choose to purchase the health insurance, the district will cover 50% of the individual premium for the Health Choice High Option.

Support employees participating in the approved District Health Insurance Program will have the premiums deducted from monthly compensation. Support employees not participating in the approved District Health Insurance Program will receive the benefit in regular monthly compensation until such time as they elect to or are mandated to participate in the District or State Health Insurance Program.

Article (C) – Certifications

Support employees who are required to complete the State Department of Education Paraprofessional training or complete and submit documentation of the required 6 hours yearly update are eligible to receive a \$100 stipend at the end of the contracted school year.

Certified Teaching Assistants are eligible to receive a \$250 stipend at the end of the contracted school year. The following rules apply:

- 1) Must fulfill contract and must have been employed for the entire school year.
- 2) Certificate must be valid for entire school year
- 3) Certificate must be on file with Human Resources.

Bus drivers who obtain a commercial driver license (CDL) as required will be reimbursed by the School District for the total cost of the CDL.

Article (D) – Off Contract Work

When an employee is requested by a supervisor or designee to come to work outside of regular hours due to a site issue, the employee shall receive a minimum of two (2) hours regular salary

Article (E) - Additional Assignments

Unique and unusual/Additional assignments requiring significant additional responsibilities may be compensated with a supplement determined by Human Resources.

- 1) Upon approval by the Superintendent, a salary supplement is awarded for no more than one year at a time and shall not be added to the base pay of the employee for either future years or calculation of percentage increases.

- 2) When Temporary assignments to job duties at a different salary level are occasionally required, supplemental salary will be considered only when the assignment endures beyond a period of three consecutive weeks.
- 3) On this occasion, the supplemental salary will be calculated according to the appropriate formula below to be effective beginning the first work day after week three and continuing through the duration of the temporary assignment, no longer than the end of the fiscal year. At the end of this temporary assignment, the employee will return to the former assignment and Human Resources will determine the appropriate staffing solution for the next fiscal year. 8/15/18

Article (F) – Compensatory Time

An employee is not to work more than their contracted hours without prior approval from their supervisor. If an hourly employee has worked additional time beyond their contracted amount they are entitled to payment for their work. The employee must decide if they want financial compensation or comp time for the additional hours worked. The employee must notify payroll by using the appropriate form.

The Comp Time Request form is available in TalentEd Records under “Blank Docs”.

If compensation for overtime worked is accrued in comp time, in lieu of actual payment, such comp time will be given according to the following:

- 1) Employee submits request for absence from work with the reason “Comp Time”.
- 2) This request must reach the employee’s supervisor five working days prior to the planned absence
- 3) No more than two days’ Comp Time absence will be approved in any one calendar month.
When an employee has used all accrued paid leave exceptions to this process may be pursued with a written request addressed to the Director of Human Resources. 8/15/18

Article (G) – Leave Eligibility

Every employee in an assignment on a work calendar of 173 or more days per school year is eligible for leave accrual at the rate relative to the number of work hours per day normally required for the assignment.

Exception: Except for the District Facilitator, PALS employment does not qualify for leave eligibility.

Employees who are eligible for leave accrual and who are employed after the beginning of a contract year will accrue leave on a pro-rated basis.

Personal Leave time is not available to employees working under a contract for fewer than six (6) hours per day.

An employee who has two assignments is eligible for leave accrual at the rate of the combined total number of work hours per day normally required for the two assignments, unless one of the assignments is PALS employment.

PALS employment does not qualify for leave eligibility. 8/15/18

Article (H) – Break in Service

If an employee terminates and is rehired in the same job within the same fiscal year or within nine months of separation date, he/she shall be reinstated at the former grade and salary.

Breaks in service which extend to another fiscal year and are longer than nine months shall require salary placement consistent with new hire provisions.

If an employee transfers to another position in a different Job Category, (categories are: Clerical, Custodial, Maintenance, Transportation, Teacher Assistant) salary placement will be consistent with new hire provisions in place at that time.

If an employee is promoted (accepts a position in the same Job Category) a lateral move to the new salary lane will determine salary placement without change of step placement. 8/15/18

Article (I) – State Allocations

Following final state allocations in January 2020, the negotiation team will meet again to discuss an additional bonus.

APPROVED

Michael Shanahan

Michael Shanahan, Chief Negotiator
Stillwater Board of Education

10/16/19

Date

Pamela Richeson

Pam Richeson, President
Stillwater Education Support Professionals Association

10-11-19

Date

Bob Graalman

Bob Graalman, President
Stillwater Board of Education

10-8-19

Date

EXHIBIT A

Employees holding the following position shall not be part of the bargaining unit:

- 1) Administrative Assistant for Student Services
- 2) Administrative Assistant for Federal Programs
- 3) Administrative Assistant for Human Resources
- 4) Administrative Assistant for Chief Financial Officer
- 5) Administrative Assistant for Superintendent
- 6) Administrative Assistant for Payroll
- 7) Administrative Assistant for Education Services
- 8) Administrative Assistant for Operations
- 9) Computer Technology Employees
- 10) Licensed electricians and heat and air technicians and plumbing