

## **PREAMBLE**

The Oologah Board of Education and the Oologah-Talala Support Personnel mutually agree that the primary purpose of this agreement is the acknowledgement of the rights and responsibilities of the respective parties and the formulation of a procedure by which both parties may work together in matters of common concern within the areas herein defined.

The Oologah Board of Education and the Association further agree that the welfare of the students of the district is the paramount priority in the operation of the school of the district and this common bond unites the two parties to achieve this objective.

**ARTICLE I**  
**PURPOSE**

- I-1 The Board of Education of Oologah Public Schools, District Number I-4, Rogers County, Oklahoma (hereafter called the Board) and the Oologah-Talala Support Personnel (hereafter called the Association) recognize the separate and distinct responsibilities allocated to each party by Oklahoma statutes and the obligations to each other, and to the communities they respectively serve.
- I-2 Both parties also realize these responsibilities require communication channels through which these separate responsibilities merge into a professional relationship. Therefore, the purpose of this agreement is the establishment of an orderly procedure for the negotiating on topics within the scope of this agreement as defined by Oklahoma law. To this end, the Board and the Association pledges to conduct negotiations in good faith.

## ARTICLE II

### RECOGNITION

II-1 The Oologah Board of Education recognizes the Oologah-Talala Support Personnel as the exclusive representative in collective bargaining for the employees of the district constituting a bargaining unit composed of employees who are not required by their job description to be a principal, licensed or certified teacher, superintendent or other certified or non-certified administrator; provided employees with access to confidential, labor relations information of the school district, or managerial employees whose responsibilities include making employment recommendations to the superintendent and for which their positions do not require a certificate, shall be excluded from this bargaining unit.

For the 2011-2012 contractual year the exclusion applies to the following positions that would otherwise be part of the support employee bargaining unit: Business and Finance Manager, Payroll/Accounting/Accounts Payable, Activity Funds/Accounts Payable/Superintendent's Secretary and Directors of Transportation, Child Nutrition, Grounds, Maintenance, and Custodial Services.

II-2 The Association shall be recognized by the Board until evidence is presented as provided by statute that a majority of the designated employees (OS-70-509.2) elect some other organization to represent them or chooses to eliminate negotiations.

II-3 The Board and the Association mutually agree that the representatives selected by each party shall have all necessary power to present proposals and counter-proposals and to sign tentative agreements for the respective parties.

II-4 The Board agrees not to negotiate with any other organization other than the Association for the duration of this agreement, further, the Board agrees not to negotiate with any employee individually on matters subject to negotiation during the duration of this agreement.

**ARTICLE III**

**DEFINITIONS**

III-1 The term Board as used in this Agreement shall mean Board of Education of Oologah Public Schools, District I-4 of Rogers County, Oklahoma.

III-2 The term Association as used in this Agreement shall mean the Oologah-Talala Support Personnel.

III-3 The term employee as used in this Agreement shall mean the members of the Oologah-Talala Support Personnel who have complied with the provisions of this Agreement and applicable statutes defining said members of the organization.

III-4 The term party, or parties as used in this Agreement shall mean the Board of Education of Oologah Public Schools or its representatives acting on its behalf or the Oologah-Talala Support Personnel or its representatives acting on its behalf.

III-5 The term grievance as used in this Agreement shall mean a complaint by an employee of the Oologah-Talala Support Personnel that there has been a violation, misrepresentation, misapplication, or inapplicable application of the provisions of this Agreement.

III-6 The term Agreement as used in this Agreement shall mean this Procedural Agreement with its articles and all articles which are subsequently ratified and become a part of this Agreement.

## **ARTICLE IV**

### **STATUTES AND POLICIES**

IV-1           The Board and Association agree to abide by all applicable State and Federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, or powers of the Board, including its power to make policy.

## **ARTICLE V**

### **SCOPE**

- V-1 The Board, on its own behalf and on behalf of the elector's of the district hereby retain and reserve unto itself without limitations, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oklahoma and the United States.
- V-2 The scope of bargaining shall be limited to wages, hours, fringe benefits, and other terms or conditions of employment as prescribed by Oklahoma statutes. There shall be no negotiation on inherent managerial policy including the function and program of the Board, standards of services except as provided by law, the determination of the district's budget, and the selection, retention and direction of personnel except as provided by law. All ratified agreements shall be in compliance with these provisions.
- V-3 The Association recognizes and agrees the Board has the above stated rights, duties, and responsibilities and shall have full exercise of these to achieve the objectives of the district and shall be limited only by the specific and expressed terms of the Agreement.
- V-4 The Superintendent is the chief executive officer of the Board, and as such, administers the offices and programs of the district as provided by Board policy and statutes.

## ARTICLE VI

### PROCEDURES

- VI-1 Prior to the time set for entering into the process of negotiations, the Board, through the Superintendent, and the Association, through its President, shall designate in writing the names of no more than up to five persons who shall serve on their respective negotiating teams and be responsible for negotiations pursuant to the provisions of this Agreement. Each party shall designate the person on their team who will be the chief negotiator for that team. Further, each party shall name one person who shall serve as alternate to replace regular team members when he/she is unable to attend a negotiation meeting.
- VI-2 Negotiations meetings between the two teams shall be closed to all except the stated team members unless the parties agree to the inclusion of other persons in the meetings.
- VI-3 The designated representatives of each party shall negotiate on matters as defined in this Agreement.
- VI-4 Negotiating representatives of the Association shall not suffer any loss of compensation or benefits when negotiations meetings of the parties are mutually scheduled during their work hours. At the first scheduled negotiations meeting, supportive information, clarifying data on the items submitted for negotiations shall be exchanged. Only those items timely submitted in written form shall be considered for negotiations.
- VI-5 Negotiations meetings will be conducted at the times and places mutually agreeable to the two teams. The time, place, and agenda for the subsequent meeting shall be set by mutual consent prior to the close of each negotiation session. If needed, any emergency meeting can be called by the mutual consent of the chief negotiators of the respective teams.
- VI-6 Either the Association or the Board may submit notice of intent to negotiate for the succeeding contractual work year by April 1 to the other party. The first meeting for negotiations shall be held on a mutually agreeable date no later than June 15. At the first meeting, the parties shall exchange written conceptual and/or specific proposals, if any.
- VI-7 Items proposed for negotiations shall be disposed of by one of the following methods:

- A. Agreement on the item.
- B. Withdrawal of the item by the team submitting the item.
- C. Sending of the item to impasse.

VI-8 Items tentatively approved by the respective teams will be given table approval indicating agreement and signed by the chief negotiator of each team.

VI-9 When all items submitted by both teams that are within the scope of negotiations as defined in this Agreement have been presented and fully discussed, those items upon which the representatives of both teams have reached tentative agreement shall be reduced to writing and this written agreement shall be approved by the respective chief negotiator.

VI-10 The written package of tentatively agreed items shall be presented first to the employees holding positions in the bargaining unit for ratification by a majority of those employees who vote in an election conducted by the Association. The Association shall have ten (10) calendar days from the date the package of items was presented to file a written report of their action with the Board, through the Superintendent. Absence of a written reply within this allotted time shall constitute ratification by the Association. Following such ratification the Agreement shall be presented to the Board for action at its regularly scheduled Board meeting. Failure to act within this specified time shall constitute ratification by the Board. Upon ratification, and after necessary action by the Board, terms of the Agreement shall be implemented by the Board. No further negotiations shall take place until the next annual negotiation sessions as provided in this Agreement.

VI-11 Either party shall provide the other party with such information as is necessary for the proper conduct and process of negotiation provided that such information is regularly maintained.



## **ARTICLE VII**

### **IMPASSE**

VII-1 If during the course of negotiations a mutually satisfactory solution to a negotiation issue, or issues is not reached, the Board and the Association, through their representatives will declare in writing that an impasse exists and submit the issue/s in dispute to a fact-finding committee as provided by Oklahoma statute (70-OS-509.7).

VII-2 This fact-finding committee shall be composed of three members. One member shall be selected by the representatives of the Association within the five (5) days period of the date of reaching impasse. The third member shall be selected by the first two (2) members within fifteen (15) days after the date of the selection of the first two members. This third member selected by the first two members shall serve as chairman of the fact-finding committee. Each party shall be responsible for the cost of their committee member and shall equally share the cost of the third committee member.

VII-3 Before submission to the fact-finding committee a list shall be prepared by each party including the items agreed to date as well as position statements on the items at impasse. This list showing the last position taken by the respective parties on the item at impasse is to clarify for the fact-finding committee the differences between the two parties. These lists are to be copied by the chief negotiator of each team and presented to the fact-finding committee.

VII-4 The fact-finding committee shall convene and the committee shall meet with the representatives of both parties. The committee shall have authority to establish procedural rules, conduct investigations, hold hearings, and examine evidence presented by both parties to support their last position on the item/s at impasse.

VII-5 All hearings conducted by the fact-finding committee shall be conducted in closed session and no news releases shall be made by either party or the fact-finding committee concerning the progress or results of such hearings until the committee has completed its work and submitted a written report of its findings.

VII-6 Within twenty (20) calendar days after the conclusion of the fact-finding hearing, the fact-finding committee shall submit a report in writing to the Board and the Association.

Such report shall set forth the committee's findings of fact and recommendations on the issue/s submitted to the fact-finding committee through the impasse procedure.

VII-7        The fact-finding report shall be advisory only and shall not be binding on the Board or the Association. If either party decides it must reject one or more of the committee's recommendations, said action shall comply fully with Oklahoma statute (OS-70-509.7).

## **ARTICLE VIII**

### **SAVINGS AND SEVERABILITY CLAUSES**

VIII-1 In the adoption of this policy, the Board hereby declares that nothing contained herein is intended to be construed as to delegate or limit the powers, duties, discretions, and responsibilities of a Board of Education as prescribed by the Constitution and Law of the State of Oklahoma.

VIII-2 If any provisions or part of this Agreement or application of the provisions of this Agreement shall be found contrary to law, such provision or applications shall have effect only to the extent permitted by law.

## **ARTICLE IX**

### **DURATION**

- IX-1        This Agreement shall be effective after the Board receives written notice from the Association of the ratification of the tentative agreement by a majority of the employees in the bargaining unit voting in an election conducted by the Association, and then official ratification by the Board of Education.
- IX-2        This Agreement shall continue in effect for successive fiscal year periods after June 30, 1986, unless notice is given in writing by the Association through its President, to the Board through the Superintendent of its desire to modify, amend, or terminate the Agreement. Such action shall fully comply with applicable statutes and the provisions of this Agreement as all agreed items of a monetary nature expire June 30 of the current year negotiated.
- IX-3        In the event the Association disbands or otherwise ceases to exist, this Agreement shall be null and void upon the effective date the Association ceases to exist or petitions to terminate this Agreement and ceases from negotiations.

## **ASSOCIATION PRIVILEGES**

Upon approval of the Building Principal or the Superintendent, the Association may use school equipment and facilities for meetings of its general membership or Association committees.

The Board shall grant the Association use of a bulletin board in each building. Materials placed on the bulletin board shall not be considered offensive by the administration.

The Association shall be granted the use of school mail system for communication to its members. As long as no such communication urges, proposes or suggests a violation of any district policy, administrative regulation or law: further, that no such communication shall endorse or oppose any candidate for public office.

The Association shall have the privilege to use school printing services, copy machines, calculators, computers, typewriters, and audiovisual equipment providing the following conditions are met:

1. Equipment is operated only by a person trained to operate equipment.
2. Actual work time will not be used for the operation of the equipment for Association business.
3. The equipment is not being used for instructional purposes.
4. The Association will be responsible for damages which results from use by the Association.
5. The Association will be responsible for the cost of all materials.

### **SEVERABILITY CLAUSE**

Should any part of this agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from the agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of agreement, if not affected by the deleted part. If mutually acceptable to the Board and Association, negotiations may commence at any time for the purpose of arriving at a legally permissible replacement for the deleted part.

## **PERSONNEL FILE**

The District shall maintain one (1) official personnel file for each employee at the Central Administration Office, and may maintain a working file with the immediate supervisor. No derogatory information may be placed in the file without the knowledge of the employee.

The employee shall have the right to make written response to all materials placed in the personnel file. The written response shall be placed in the file within ten working days. The employee shall have the right during normal business hours to review/reproduce the contents of his/her personnel file.

## **WORK WEEK - DAY**

The regular basic workweek is forty (40) hours and eight (8) is a normal workday. Working agreements with individual employees, however, may be for fewer or more hours per day or week depending on the nature of the designated work assignment and the needs of the school district. All employees scheduled to work six (6) or more hours per day are considered full-time and will receive a thirty (30) minute paid lunch break. All Employees working six (6) or more hours that does not receive a paid lunch break shall receive a fifteen minute break in the first half of their workday and a fifteen minute break in the second half of their workday. Any employee working less than six (6) hours per day shall be considered part time and shall have designated breaks determined by their immediate supervisor. The decision for the employee to leave campus during the designated breaks is at the discretion of the immediate supervisor/administrator. (amended 2003-2004)

## **WORK YEAR**

For 2014-2015, the contractual work year for bargaining unit positions shall be a minimum of one hundred seventy (172) days, unless individual duration of need contracts specify otherwise.

### **PAY PERIOD**

Support employees whose work year starts with the opening of school will be paid on the 15th of each month. All others will be paid on the last day of the month.

### **NON-DISCRIMINATION**

The Board shall not discriminate against any employee on the basis of race, color, creed, age, sex, religion, national origin, political affiliation, domicile, marital status, membership or non-membership, or participation in the activities of any professional, civic, parent, or charitable organization, in the evaluation, employment, transfer, compensation, classifying, promotion, or awarding of fringe benefits. No handicapped person shall, on the basis of handicap, be subjected to discrimination and the school district shall not limit, segregate, or classify any applicants for employment or any employee in any way that adversely affects their opportunities or status because of the handicap.

### **SICK LEAVE DONATION**

Creation and administration of the "Leave Sharing Bank" (1999-2000)

Reference pages 43 to 49



## **INSURANCE BENEFIT**

1. For the 2014-2015 school year, any part-time support employee whose regular hours exceed four hours per day and 20 hours per week will receive \$51.77 in insurance benefit per month. The District will pay this benefit. If the employee does not choose to use the \$51.77 for insurance, said amount will be added to the salary. Employee(s) must show proof of insurance and sign a waiver to have this amount added to his/her salary. (9/2/94) (amended 11/06/95) (amended 9-2-99) (amended 8-21-02) (amended 7-30-12)

## **SUPPORT PERSONNEL FLEXIBLE BENEFIT ALLOWANCE 2014-2015**

### **STATE PAYMENT**

#### **A. Support Personnel who choose to participate in Major Medical Coverage purchased through the district sponsored Cafeteria Plan.**

For the 2014-15 school year, each support employee under contract to work six (6) or more hours per day at least one-hundred and seventy-two (172) days per year who purchases major medical coverage through the school district sponsored cafeteria plan shall receive a Flexible Benefit Allowance (FBA) paid by the State of Oklahoma. The District will apply the FBA toward the total premium cost of the District's Health Plan. Any excess FBA allowance over the cost of the major medical purchased by the employee may be used to purchase additional benefits or may be taken as taxable compensation as provided for by law. Part-time support employees shall receive FBA payments as provided for by law.

#### **B. Support Personnel who choose not to participate in Major Medical Coverage offered through the district sponsored Cafeteria Plan.**

For the 2014-15 school year, each support employee under contract to work six (6) or more hours per day at least one hundred seventy-two (172) days per year who do not purchase the major medical coverage through the school district sponsored cafeteria plan shall receive, one hundred eighty-nine dollars and sixty-nine cents (\$189.69) per month as taxable compensation in lieu of the flexible benefit allowance amount provided for in part A. above.

**No support employee shall receive any Flexible Benefit Allowance**

**greater or less than provided for by state law.**

### **PROMOTION**

The Board of Education may promote from within whenever the Administration deems it appropriate and so recommends. Preference will be given to persons presently in the employment of this district in filling positions. The qualifications, education, training, and experience will be considered. Notice of any job openings will be announced when a position becomes open. Promotions and lateral transfers will not require outside advertisements.

### **PROVISIONS FOR OVERTIME**

All overtime over 40 hours earned by a non-exempt employee will be given in comp time, unless agreement is made in advance for monetary compensation. All overtime must be approved in advance by employee's immediate supervisor or administrator. Overtime will be paid for all hours over forty (40) hours per week worked by a non-exempt employee at the rate of time and one-half ( 1-1/2) of his or her regular hourly rate of pay. Compensatory time awarded within the same pay period it was earned shall be taken on an hour to hour basis. All other compensatory time will be at the rate of time and a half.

### **DURATION OF NEED EMPLOYEES**

Duration of Need employees are those persons hired to work at a special task until that task is finished, or to work for a specified period of time. There is no permanency of employment for Duration of Need employees and they do not qualify for benefits that accrue to permanent employees.

When there is a Duration of Need position open for a special task, the current support employees will be notified in writing before someone is hired from outside the school. In emergency situations, as determined by an administrator, this notification procedure may not be followed. The notification will list how many hours a day, amount to be paid, and approximate length of the job. If, after one year, there is still a need for this position, a recommendation from the administration will be made to the board regarding making this position permanent.

If the administration determines the position can not be filled with existing employees then the position will be advertised to the public.

## **ADMINISTRATIVE TRANSFER**

An employee who has received a weak or unsatisfactory formal evaluation may be transferred if he/she has potential to succeed, in the judgment of the administrative staff, to provide him/her with a reasonable opportunity for improvement and success.

The Superintendent or his designee shall effect all administrative transfers with full cooperation of all parties concerned, whenever possible. Reasons for transfer shall be explained to those affected. All assignments or transfers will be made by the administration, within the scope of the training, experience and qualifications of employees.

## **VOLUNTARY TRANSFERS**

A permanent support employee is eligible to request a transfer, whenever a job for which he/she is qualified is open. The following guidelines shall be utilized by the Superintendent in the establishment of the procedure:

- a. Request in writing may be made at any time during the year, to either a specified location or unspecified location.
- b. The principal and the immediate supervisor where the employee is presently assigned must be made aware of the request for transfer.
- c. The principal or the immediate supervisor at the receiving school or department must approve the request before it becomes final, unless the Superintendent directs that the transfer be made.
- d. The filing of a request for transfer shall be without prejudice to the employee, and shall not jeopardize his/her present assignment. The request may be withdrawn at any time prior to the official confirmation that the transfer has been affected.
- e. A voluntary transfer shall become effective at the time that is in the best interests of this district. When changing job positions, the years of employment the employee has accumulated shall transfer with the employee for the purpose of seniority and shall not reflect upon the salary schedule. (1992-93)

## **PERSONAL LEAVE**

For the 2014-2015 school year, the Oologah-Talala School District shall provide each employee three (3) days per year for personal leave. A written request to use personal leave must be submitted at least two (2) days in advance, except in emergency situations or in the case of unforeseen circumstances accepted as valid by the superintendent's designee, personal leave will not be granted in the following cases: The first or last day of school, the day before or after a holiday or vacation period, during the times of inclement weather when school remains in session. Support employees who do not use their personal leave days will be reimbursed at a rate of 30% of their daily wage or have the option to convert unused personal days to sick leave in lieu of reimbursement at the end of the school year. Personal days must be taken in full or ½ day increments. These days are non-accumulative. The request will be granted by the superintendent or the superintendent's designee on a first request basis. Exceptions to this may be granted by the superintendent or the superintendent's designee. (2005-2006)

## **JURY DUTY**

When absence for jury duty is necessary, the employee shall have deducted from his/her salary only the amount paid said employee by the court. It is the responsibility of the employee to furnish the business office proof of the amount received from the court.

## **VACATION**

Educational support employees must work through June 30 in order to qualify for a paid vacation. Vacation time is earned according to the following schedule:

After one (1) year of continuous service one week vacation.  
After two (2) years of continuous service two weeks vacation.  
After six (6) years of continuous service three weeks vacation.  
After twelve (12) years of continuous service four weeks vacation.  
All vacation should be requested to and approved by the supervisor.

If a support employee working a less than a 12 month contract converts to a 12 month contract, accrued vacation will be calculated using the employee's total months employed divided by twelve, thus arriving at a prorated yearly employment period. This calculation will be used to determine accrued vacation in the 12 month position. (2005-2006)

A. Employees shall use earned vacation by the last day of the contractual work year in which it was available or the vacation will be forfeited.

B. An employee shall be compensated at his/her regular rate of pay for unused vacation days when all of the following conditions exist:

1. The employee requested and received approval to take vacation.
2. The employee was subsequently required to work on some or all of those approved vacation day(s),
3. It is not possible for the employee to request and be approved to take the days at a later date before the end of the employee's contractual work year. (2006-2007)

### **PROBATIONARY EMPLOYEES**

The probationary period for full-time Support shall be for one (1) year of satisfactory service. During the probationary period, a support employee shall be subject to disciplinary action including termination, without a showing of cause, and shall not have the right to a hearing with respect therein.

### **PERSONAL BUSINESS LEAVE**

Employees shall be granted three (3) days per year to conduct personal business that demands the employee's presence. A written request to use personal business leave must be submitted at least two (2) days in advance, except in emergency situations. These days will be at no cost to the employee. Personal business leave shall include those types of activities such as loan closings, voluntary court appearance, bereavement, meetings with lawyers or insurance adjuster. Permit use of one (1) day upon the return of the employee's spouse or child who is in the United States Military Forces and who is returning from an overseas tour of duty in a military combat zone. Other activities accepted as valid by the superintendent's designee may be approved. Vacations, entertainment, and/or travel will not meet personal business leave guidelines. Except in the case of unforeseen circumstances accepted as valid by the superintendent's designee, personal business leave will not be granted in the following cases: the first or last day of school, the day before or after a holiday or vacation period, during times of inclement weather when school remains in session. (2000-2001)

Exceptions to leave provisions for 12 month employees may be made at the discretion of the superintendent when, due to inclement weather, district work sites are inaccessible. (2012-2013)

## **SICK LEAVE**

Each employee will accumulate sick leave at the rate of one day per calendar month they work, accumulating to 120 days. One day of sick leave will be added to any days already accumulated at the end of each calendar month they work. Example: If employee starts to work on the 16th day of the month, he will be eligible for one day of sick leave on the 16th day of the following month.

Sick leave shall be interpreted as those absences caused by illness, accidental injury or pregnancy of the employee, or illness, accidental injury or death in the employee's immediate family; husband, wife, daughter, son, father, mother, brother or sister or corresponding relative by affinity. Absence for doctor/dental appointments and health examinations for employee, and/or minor dependent child will also be charged to sick leave.

Justification of the employee's sick leave absences shall be required in compliance with the administration's policy. When sick leave is exhausted, deductions for full salary will be made for the time missed. Information stating the number of accumulated sick leave days the employee has will be available upon the employee's request.

## **REIMBURSEMENT FOR UNUSED SICK LEAVE**

For the 2014-2015 school year, the Board shall reimburse each employee 40% of his/her daily wage, up to a maximum of \$30.00 per day not to exceed 100 days for each day of unused sick leave upon full retirement from the school system.

After ten years of continuous service in the district, the Board shall reimburse each employee 40% of his/her daily wage, up to a maximum of \$20.00 per day for each day of unused sick leave over 60 days not to exceed 20 days upon resigning or being Rified from the Oologah-Talala School System.

Upon retirement any support employee who can document 120 days unused sick leave shall be granted one (1) year service toward retirement.

## **RETIREMENT BENEFIT**

For the 2014-2015 school year, the school district will pay each employee's total contribution to the Teachers Retirement System, if they qualify for membership in the system.

## EVALUATION OR WORK APPRAISAL

Employees shall be evaluated on the district evaluation form which is attached hereto as Appendix [A] and made a part hereof.

The employee's supervisor has the responsibility for seeing that each employee knows the basis upon which he is to be evaluated, significantly in advance of said evaluation. Each employee, especially if new to the district, shall look to his immediate supervisor for an explanation of his duties and responsibilities.

### STANDARDS FOR EVALUATION

All evaluations shall be on district-approved forms, with standards for evaluation enumerated in all areas to be evaluated. An evaluation of unsatisfactory requires documentation together with written suggestions for improvement.

### WHO SHALL EVALUATE

The principal and/or the immediate supervisor shall evaluate all employees under his jurisdiction. The central office staff may be called upon to assist in the evaluation.

### TIME AND NUMBER

Each probationary employee shall be evaluated at least twice before the final evaluation at the close of his year of service. Each permanent employee shall be evaluated not less than once each year. All evaluations shall be filed in the employee's personnel folder.

### UTILIZATION OF EVALUATION

Evaluations shall be utilized to inform employees of their performance, and as an aid in improving performance. In order to accomplish these objectives, evaluation reports shall be discussed with the employee evaluated. Each employee shall be given a copy of his/her evaluation, shall sign the district's copy to evidence that he/she has seen it, and that it has been discussed with him/her. Both the supervisor and employee shall sign the evaluation. Within ten (10) employee work days following receipt of the evaluation the employee may submit a response to the evaluation and that response will be attached to the original copy of the evaluation.

## APPEAL

An employee who believes that the evaluation is not a reflection of his performance may request a conference with the Superintendent.

### SUSPENSION, DEMOTION, OR TERMINATION OF SUPPORT EMPLOYEES

#### I. Suspension, Demotion, Termination or Non-reemployment of Support Employees

##### Definitions:

- "Support Employee" shall mean an employee of the school district who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the school district.
- A. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the school district for a minimum of 172 days per year.
  - B. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive pay and other benefits during the term of the suspension.
  - C. "Suspension with pay" may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the school district's premises and the support employee is temporarily relieved of his duties pending an investigation or a hearing under 13.4 and/or 13.6, below.
  - D. "Demotion" shall mean a reduction in pay. "Demotion" shall not mean a change in job description or work assignment duties.
  - E. "Termination" shall mean the discharge of the support employee from his/her employment with the school district during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
  - F. "Nonreemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

#### 13.2 Suspension, Demotion, Termination or Nonreemployment of Full-Time Support Employees

A full time support employee who has been employed by the



school district for more than one year shall be suspended, demoted, terminated, or nonemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 13.3 of this policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the school district for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

13.3 Cause for Suspension, Demotion, Termination or Nonreemployment:

- A. A support employee may be suspended, demoted, terminated or nonemployed for any of the following:
  - 1. Violation of any rule, regulation, or requirement issued by the Office of the Superintendent or Board; or
  - 2. Whenever it is deemed in the best interest of the school district; or
  - 3. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property or any reason listed in section 13.7.
- B. The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated in writing to all support employees. The rules, regulations and requirements, which may be revised from time to time, shall state that violations of the rules, regulations and requirements may result in suspension, demotion, termination, or nonreemployment.

13.4 Procedures for Suspensions Without Pay, Terminations and Demotions:

- A. Any full time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to recommending any such disciplinary action the full-time support employee shall receive the following hearing rights:
  - 1. The superintendent of schools or his/her designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
  - 2. The superintendent of schools or his/her designee shall explain to the support employee the evidence against the support employee;
  - 3. The superintendent of schools or his/her designee shall allow the support employee an opportunity to present

his/her side of the Matter.

B. After the support employee is afforded the above hearing rights the superintendent of schools or his/her designee may recommend any of the following actions:

1. Suspension without pay as a disciplinary measure;
2. Demotion of the support employee;
3. Termination of the support employee;

C. After the support employee is afforded the above hearing rights the superintendent of schools or his/her designee may take any of the following actions:

1. Suspension with pay pending investigation as to whether cause exists for disciplinary action against the support employee;
2. Conclude that no disciplinary action is appropriate.

13.5 Procedures for Nonreemployment:

Prior to being nonemployed, a full time support employee who has been employed by the school district for more than one (1) year shall be entitled to the following hearing rights:

1. The Board of Education or the superintendent of schools or his/her designee shall advise the support employee, in writing, of the Board's intention to consider and act on the nonreemployment of the support employee for the subsequent fiscal year;
2. The written notification shall set out the cause(s) for such action;
3. The support employee shall have the right to a hearing on his/her proposed nonreemployment before the Board of Education as set forth in section 13.6 below.

13.6 Procedures:

A. Prior to any suspension without pay as a disciplinary measure, the effective date of any demotion, termination during the term of his/her contract or nonreemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.

B. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine

the timeliness of the notice.

C. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion, or termination during the term of his/her contract or nonreemployment may notify the Clerk of the Board of Education of the school district within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the school district in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of nonreemployment, the Board may take final action to nonreemploy the employee without further notice or hearing rights.

D. Hearing before Board of Education:

- (1) Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which a special meeting shall be held no earlier than ten (10) days no later than thirty (30) days after receipt of the support employee's request.
- (2) At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present the facts showing the cause for the support employee's suspension without pay as disciplinary measure, demotion, termination, or nonreemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side

of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall adopt its findings of fact and decision immediately thereafter in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.

- (3) As to suspension as a disciplinary measure, demotion or termination, the Board of Education may approve, disapprove, or modify the action recommended against the support employee, including increasing or decreasing the severity of the proposed action. As to nonreemployment, the Board may reemploy or nonreemploy the employee for the subsequent fiscal year.
- (4) The decision of the Board of Education at the hearing shall be final and non-appealable.

#### 13.7 Miscellaneous:

Causes for suspension, demotion, termination, or nonreemployment are as follows:

1. Excessive unexcused absenteeism
2. Excessive tardiness
3. Removing district property, records, or confidential information from premises without proper authority
4. Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment, or the property of other employees
5. Theft or misappropriation of property of employees, students or of the school district
6. Refusal to follow instructions of supervisor
7. Refusal or failure to do work assignment
8. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances.
9. Disregard of known safety rules or common safety practices.
10. Unsafe operation of motor driven vehicles.
11. Poor workmanship
12. Signing in or out on another employee's time sheet
13. Insubordination of any kind.
14. Chronic absenteeism.
15. Falsification of personal or other records.
16. Possession of weapons on the premises at any time.
17. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
18. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, or the

- district.
19. Immoral conduct or indecency.
  20. Abuse of "breaks" (rest periods) or meal period policies.
  21. Violation of any district rule or policy.
  22. When it is in the best interest of the school district any support personnel may be suspended, demoted, terminated, or nonreemployed.

Violations of any of the above shall be sufficient grounds for the suspension, demotion, termination or nonreemployment of the support employee.

### **RIGHT TO REPRESENTATION**

If documentation of a disciplinary conference is to be made, employees shall have the right to have a witness/observer, who is a district support employee, to be present at the conference.

### **REDUCTION IN FORCE**

#### A. Purpose

1. The purpose of this Reduction in Force Policy is to provide a mechanism for reducing the number of support employees when the Board of Education determines that such a reduction is necessary.

#### B. Needs of School District

1. When it becomes necessary for the Board of Education to reduce the total number of support employees in the district the student and program needs of the district will be the primary criteria in establishing priorities for those to be released.
2. In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the support employee or employees to be terminated as a result thereof.
3. Define seniority as accruing from date of most recent approval by Board to employ as regular employee.

In event seniority is equal for two or more employees, seniority will be determined by a coin toss if between two employees of equal seniority or by drawing of lots if among three or more employees.

Duration of need (temporary) employees will be released before regular employees.

C. Termination Sequence

Termination of employment or nonreemployment due to reduction in force shall be recommended based upon the employees seniority within the school district, with the last employee hired by the district occupying the position to be eliminated, to be the first employee released as a result of the reduction in force. An employee with the least seniority in a position category being reduced may displace an employee with less seniority in any position in which that employee was previously employed if he/she (1) has greater seniority in the position not being reduced and (2) is still qualified to hold the position.

D. Notice and Hearing

When, after utilizing the above procedure, the superintendent has determined which support employees shall be recommended for termination of employment or nonreemployment due to reduction in force, the superintendent shall notify said employees by certified mail of that pending action and, if the employees have been employed by the District for at least one (1) year, of their right to a hearing before the Board of Education as herein provided. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The postmark shall be used to determine the timeliness of the notice. A support employee who has been notified in writing of a pending recommendation to terminate his/her employment or to not reemploy due to reduction in force may notify the Clerk of the Board of Education of the school district within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the school district within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the Board may take final action to terminate the employment of or nonreemploy the employee without further notice or hearing rights.

Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the

hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which a special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.

At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desired to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present the facts showing the cause for the reduction in force and how the district reduction in force policy was applied to determine the selection of the particular employee(s) for recommendation for termination of employment or nonreemployment due to reduction in force. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall adopt its findings of fact and decision immediately thereafter in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting. The decision of the Board of Education at the hearing shall be final and non-appealable.

#### E. Recall

1. Support employees who are released because of a reduction in force will have priority over outside applicants for the filling of vacancies for which they are qualified that occur through the end of the succeeding school year for which they are qualified. Reemployment shall be offered, in writing, to former employees who remain on the recall list for all positions in which they were previously employed in the district in order of release from positions from greatest to least seniority. Failure by the employee to respond to a written recall notice within ten (10) calendar days of receipt of the notice or refusal to accept an offered position shall waive an employee's preferential right of recall at any time in the future.
2. It shall be the support employee's responsibility to see that the district has his/her current address on file and the

address retained on the district's records shall be the address utilized for recall purposes.



## **GRIEVANCE PROCEDURES**

### **ARTICLE I**

#### **PURPOSE:**

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible level.

#### Definitions:

The term "Days" shall mean employee work days during the regular term. At a time other than when school is in session, the term "Days" shall mean those days during which the administrative offices of the district are normally open.

An "Aggrieved" is a member or members within the negotiating unit asserting a grievance.

A "Grievance" shall be limited to a dispute, disagreement, controversy and/or complaint involving an alleged violation, a misinterpretation, or inequitable application of the terms of this agreement. The term "Grievance" shall not apply to any matter in which (1) the method of review is prescribed by law, (2) the Board is without authority to act.

"Parties in interest" - Any persons involved in the processing of the grievance.

"Grounds" shall mean the basis upon which a grievance is being presented or appealed.

#### General Procedures

Since it is important, that grievances be processed as rapidly as possible, the time limitations specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limitations specified may, however, be extended by mutual agreement in writing.

Nothing herein contained will be construed as limiting the right of an aggrieved to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, provided an adjustment is consistent with the terms of the Agreement in existence between the Board and the Association.

An aggrieved may be represented at any level of the grievance procedure by a person of his own choosing, or may elect to represent him/her self.

A grievance initiated by an aggrieved at a time other than during the regular school term shall commence at Level Two, provided the principal is not readily available.

No grievance shall be recognized by the Board or the Association unless it shall have been presented at Level One within twenty (20) days after the aggrieved knew of, or should have known of the act or condition on which the grievance is based: and, if not so presented, the grievance will be considered waived. An aggrieved may withdraw a grievance at any time by notifying in writing the Board's and his/her representatives at the level at which the grievance that is being heard. Any such grievance that is withdrawn shall be considered waived.

When it is necessary at any level beyond Level One (1) for an aggrieved and his/her designated representatives to attend a meeting or a hearing called by the Superintendent, or his/her designee, during the school day, the Superintendent, or his/her designee, shall so notify the principal or immediate supervisor of such persons and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved shall permit the aggrieved to proceed to the next level. Failure by the aggrieved at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision given at that level.

On those occasions when a decision is rendered in favor of the aggrieved, a recommended remedy should be forwarded to the aggrieved within the specified time limits of the agreement.

If a grievance arises because of a dispute, disagreement, controversy, and/or complaint involving a violation, a misinterpretation or inequitable application of the terms of this agreement above the aggrieved's building level, the aggrieved shall have the right to submit such grievance to the Superintendent and the processing of such grievance will start at level two (2).

#### **LEVEL ONE (1)**

A grievance will first be discussed with the aggrieved's immediate supervisor with the objective of resolving the matter informally.

If the aggrieved is not satisfied with the disposition of his

grievance the aggrieved shall notify the immediate supervisor in writing within seven (7) days of the discussion. Such notice must include the following information:

- A. Aggrieved's Name
- B. Date and description of grievance
- C. Any other relevant data.
- D. Section of contract or agreement alleged violated.
- E. Remedy sought.

The notice must be filed with the immediately supervisor within twenty (20) days after the aggrieved knew of or should have known of the act or condition on which the grievance is based or it will be considered void. After the written grievance is filed, it may not be altered except by deletion or mutual consent.

Within seven (7) days after the receipt of the written grievance at Level One (1) the immediately supervisor shall communicate to the grievant his/her decision in writing, together with supporting reasons.

#### **LEVEL TWO (2)**

If the aggrieved is not satisfied with the deposition of his/her grievance at Level One (1) or if no decision has been rendered within the allowed time limits at Level One (1), the aggrieved may within seven (7) days after the hearing, appeal the decision to the Superintendent.

Within seven (7) days after receipt of the written appeal the Superintendent must review all written decisions and transcripts of the Level One (1) hearing, consult with the aggrieved, and issue a written decision: or conduct a hearing with all parties of interest.

If a hearing is held at Level Two (2) the Superintendent must within seven (7) days after the hearing render his/her decision in writing to the parties of interest.

#### **LEVEL THREE (3)**

Within seven (7) days of receipt of the Superintendent's decision, the aggrieved may appeal the decision to the Board of Education. The appeal must be presented to the Clerk of the Board and include a copy of the decisions rendered at Levels One (1) and Two (2).

Appeals at this level shall be heard by the Board at the next regularly scheduled meeting or a special meeting called by the Board, but no later than forty-five days after the appeal has been filed.

Written notice of the time and place of the hearing shall be given by the Board's designee no later than three (3) days prior to the hearing to the aggrieved.

The Board shall render its decision on the grievance at the conclusion of the hearing. The written decision shall go to the aggrieved immediate supervisor, the Superintendent, and the Association President.

The decision of the Board shall be final except that nothing herein shall prevent the grievant from securing legal counsel or seeking whatever legal recourse is available to him/her.

## **EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

Extended leaves of absence without pay may be granted for the reasons stated in this policy only after the employee has worked in the Oologah School System for at least three (3) consecutive years as a full time contract employee. Exceptions may be granted in the following cases:

1. Involuntary military service
2. Personal illness
3. Infant child care

Extended leaves of absence will not be granted to employees who do not meet the conditions or who fail to follow the procedures outlined in this policy. All extended leaves of absence will be effective on the morning of the approved date.

Extended leaves of absence are granted to June 30 of the school year in which the leave commences and may be renewed in certain instances upon written request as stated below. Employees requesting an extended leave of absence or renewal of a previously granted extended leave of absence shall submit a written request to the Superintendent. Such request shall designate the beginning and terminal dates of the requested leave and shall be filed, when possible, not less than one month prior to the beginning date of the requested leave of absence.

All extended leaves of absence shall expire automatically on June 30 of each year, subject to renewal as herein provided. If the position of the employee is eliminated during the first calendar year of the extended leave of absence, then the Reduction in Force policy will be enforced.

Extended leaves of absence may be granted in the following situations:

### A. Infant Child Care

An employee may request an extended leave of absence in order to care for a newborn or adopted child. In cases of illness to the infant child, this may be extended an additional school year. This renewal must be accompanied by a physician's statement.

### B. Personal Illness

Requests for leaves of absence for personal illness, requests to return from leaves, or request to extend such leaves, must be accompanied by a physician's statement. Such statements will indicate the nature of the illness and specifically state the

individual is unable to perform his/her assigned duties or other gainful employment. Statements to return shall indicate the employee has sufficiently recovered to resume normal duties. A leave of absence for personal illness may be extended for one additional school year. Return from leave must be accompanied by a physician's release.

C. Caring for Sick Member of Immediate Family

Request for leave of absence to care for a sick member of the employee's immediate family must be accompanied by a physician's statement. This leave of absence may not be renewed, except as stipulated under infant child care.

D. Public Office

Employee will be granted a leave of absence for up to one year in order to become a candidate for public office.

E. Extended Military Leave

An employee who is involuntarily called to active duty in the Armed Services of the United States, or who is a member of a reserve component and is involuntarily ordered to active duty, shall be entitled to a leave of absence during the period of active duty and shall be entitled to reinstatement and benefits to the extent provided by applicable state and federal laws.

F. Other

Extended leaves of absence for reasons other than those listed in Sections A through E may be recommended by the Superintendent to the Board of Education when in the judgment of the Superintendent such leave would be in the best interest of the school system and/or the employee.

RETURN FROM EXTENDED LEAVE OF ABSENCE

Approval to return from extended leave must be secured in advance of the requested date of return. Requests should be in written form and directed to the Superintendent. Requests to return from extended leaves for personal illness, approved leaves, or temporary disability must provide a physician's release to return to work, stating that the employee has sufficiently recovered to resume normal duties.

If a request for return or for the extension of an extended leave of absence has not been submitted in writing to the Superintendent prior to June 1 each year, the leave of absence will

lapse and the individual's employment will be deemed to have been terminated. No credit for time missed while on a leave of absence will be given. Upon return the employee will begin at the same step for which he/she qualified before the leave.

It will be permissible for an employee who is on a leave of absence to stay with the school health insurance group if he/she so desires. The employee will be responsible for all premiums due and will not be eligible for fringe benefit payments from the school during the leave of absence.

#### **REIMBURSEMENT FOR BUS DRIVER MEALS**

Bus driver meals will be paid when the sponsoring group on the bus is being fed by the group or by the school district. (1993-94)

#### **VACANCIES**

Vacancies in all bargaining unit positions will be posted at employee sign-in or check-in stations. A vacancy shall be defined as position vacated by an employee or a new position. Current employees who apply for vacant positions and meet the qualifications for the positions shall be offered an opportunity to interview for the position.

#### **Holidays**

July 4<sup>th</sup>, Labor Day, Thanksgiving (2 days), Christmas (2 days), New Years (2 days), Good Friday and Memorial Day

#### **Reasonable Assurance of Employment Notification**

No later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later, the Board shall give reasonable assurance of intends to employ for the subsequent school year.

#### **BUS DRIVER COMPENSATION - ACTIVITY TRIPS**

Non sponsored bus drivers will be paid \$7.25 per hour, start to end of activity for the first day. Subsequent days will be paid \$7.25 per hr. from 8:00 a.m. to 4:00 p.m. and for driving time only before 8:00 a.m. and any driving time after 4:00 p.m. Provided that drivers shall be paid their regular rates of pay for activity trip hours that coincide with the times they would normally be driving their regular routes on scheduled workdays. Sponsored drivers will be paid \$8.00 per hour for driving time only.

### **Driver to Transport Special Needs Students**

The Oologah-Talala Public School District would like to pay an extra-duty stipend for a driver to transport some of our Special Needs students to and from Claremore where they will be receiving outside of district services. This stipend will be \$1,000.00 for the 2014-2015 school year.

### **SUPPORT CONTRACT**

Years of service with the school district will be shown on support contracts. (1993-94)

### **ATTENDANCE INCENTIVE**

The Board of Education shall pay each fulltime support employee three hundred (\$300.00) dollars at the end of the fiscal year for not using any days of sick leave, personal business leave or personal leave. Donation of sick leave to the Leave Sharing Bank will not count as sick days used by the support employee. Any full time support employee absent one (1) day, under the above criteria, shall be paid at a rate of two (\$200.00) dollars. (2001-2002)

### **District's Mileage Reimbursement Rate**

The Oologah-Talala Board of Education will consider adjusting the district's mileage reimbursement rate for employees who use their own vehicles for district business or who are required to travel between two (2) or more sites in one (1) work day. (2008-2009)

### **STIPEND BONUS**

At anytime during the contract year if funds are available the Board will consider a stipend bonus to be divided equally by the total number of full time support employees. (2006-2007)

### **MID YEAR FUNDING**

The negotiating committees will meet after the district receives its 2014-2015 midyear adjustment allocation notification to review the district's 2014-2015 budget.



## **SICK LEAVE BANK**

### **2014-2015**

The Board of Education shall establish a sick leave bank for the purpose of permitting full time district employees to voluntarily transfer some of their sick leave to the "Sick Leave Bank" for the purpose of benefiting other employees who may be stricken with a catastrophic illness or accident and who may need additional sick leave due to such illness or accident. Such leave may be necessary for a district employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment

#### **I. Creation and administration of the "Sick Leave Bank"**

Participation by full time district employees in the "Sick Leave Bank" will be voluntary. A full time employee is defined as an employee who works six (6) hours or more per day or thirty (30) or more hours per week. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the sick leave bank.

Subsequent to the formation of the "Sick Leave Bank," all employees will be given the opportunity to donate to the "Sick Leave Bank." New certified employees may complete a Donation of Sick Leave form within thirty (30) days at the beginning of a new school year. New support employees must complete one (1) year of service before they are eligible to donate to the "Sick Leave Bank." Support employees already under contract that have completed (1) year of service may complete a Donation of Sick Leave form within thirty (30) days at the beginning of a new school year.

Participating employees will be assessed one day of sick leave immediately upon the creation of the "Sick Leave Bank." Employees who wish to participate must complete a "Sick Leave Bank" donation form and submit to the Superintendent of schools. Employees who do not submit a "Sick Leave Bank" donation form will not be entitled to receive benefits from the Sick Leave Bank.

The minimum number of sick leave days to activate the "Sick Leave Bank" at any time shall be eighty (80). When the number of days in the "Sick Leave Bank" falls below forty (40), each participating employee may complete and submit an additional "Sick Leave Bank" donation form to the Board of Education requesting to donate one day from his or her sick leave. Employees shall not be assessed more than one day of sick leave during any given school year.

The maximum number of sick leave days in the bank at any given time shall equal the number of full time contract employees in the district plus forty (40).

Upon retirement, employees who have sick days for which they are not being reimbursed by the district may voluntarily donate up to thirty 30 days to the sick leave bank.

Employees who are leaving the district (with the exception of retirement) may not donate days to the sick leave bank or transfer days through the direct donation program to any other employees.

#### **II. Qualifications and procedures to receive days from the "Sick Leave Bank".**

An employee may qualify to receive additional sick leave days from the "Sick Leave Bank" only if the employee experiences catastrophic illness or accident or a family or household member experiences catastrophic illness or accident which results in the employee's disability to engage in his or her occupation in this school district by reason of any medically determinable physical or mental impairment which, in the opinion of the primary attending physician, is expected to result in death or which is expected to result in the disability to the employee or the aforesaid family or household member for a continuous period of more than thirty 30 days. The "Sick Leave Bank" can be used by an employee only if the condition has caused or is likely to cause the employee to go on leave without pay or to terminate employment during the current school year.

Donated Sick Leave Request form shall be presented to the Sick Leave Bank Screening Committee. The Donated Sick Leave Request may be presented by the employee or by any other person who is acting with the permission of the employee.

A Donated Sick Leave Bank Screening Committee shall be composed of 8 members: two (2) administrators and four (4) teachers (one from each building level), and two support staff members. The teachers shall be appointed by the OCTA and the support members shall be appointed by the OTSP. The length of term for this committee will be (1) one year, beginning on July 1 and ending June 30.

The committee shall conduct as many meetings as it determines to be necessary to review a Donated Sick Leave Request and determine whether the request should be accepted or denied. The date and time of the first meeting will be determined by the chairperson of the committee, after which the dates and times of any subsequent meetings will be determined by the committee.

After reviewing a Donated Sick Leave Request for a transfer of sick leave days from the sick leave bank, the committee shall determine by a vote of its members whether the request is to be accepted or denied. If a majority of the members of the committee vote in favor of accepting the request for the transfer of sick leave days from the "Sick Leave Bank", the committee shall communicate the recommendation to the requesting district employee. The decision made by the committee shall be considered final. In the event that the majority of the committee members do not vote to accept the request, it shall be deemed to be denied and the requesting employee will be notified in writing.

Additional sick leave days from the "Sick Leave Bank" shall not be transferred until the employee has exhausted his or her sick leave benefits with the district.

The maximum number of sick leave days which may be transferred from the "common fund" to an employee as a result of catastrophic illness or accident. The request for these days will be made for a total of up to ten (10) days. If additional days are still needed, up to then (10) more days may be requested.

The Sick Leave Bank Committee may, at its option, require the requesting employee to submit a medical certificate from a licensed physician or health care practitioner verifying the severity or extraordinary nature and expected duration of the condition.

**Procedures to repay days to the "Sick Leave Bank"**

- I. Certified staff will repay two (2) days a year until their days borrowed have been repaid.
- J. Support staff will repay one (1) day a year as days are accrued until their days borrowed have been repaid.

## **DONATION OF SICK LEAVE**

**NAME OF  
DONOR** \_\_\_\_\_

**BUILDING OF  
DONOR** \_\_\_\_\_

**ASSIGNMENT OF  
DONOR** \_\_\_\_\_

**I hereby request one (1) day of my accumulated sick leave to be donated to the “Leave Sharing Bank.” This donation is voluntary and will not reduce my personal sick leave below sixty-three (63) hours for certified employees and thirty-five (35) hours for support employees. I further understand that one (1) day of my accumulated sick leave will be deducted pursuant to my authorization and that, as a result of the donation, that leave is no longer available to me for any purpose.**

**DATE** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

## **DONATED SICK LEAVE REQUEST**

**Employees of the Oologah-Talala School District shall complete a leave request for donated leave. The employee may accept up to ten (10) days from the Leave Sharing Bank. If additional days are still needed, up to ten (10) more days may be requested and shall be granted upon verification of need by the Leave Sharing Bank Screening Committee.**

**All requests for donated leave from the Leave Sharing Bank shall be the responsibility of the employee requesting donated leave or any other person who is acting with the permission of the employee.**

**NAME \_\_\_\_\_ BUILDING \_\_\_\_\_ DATE \_\_\_\_\_**

**ASSIGNMENT \_\_\_\_\_**

**NUMBER OF DAYS REQUESTED \_\_\_\_\_**

**REASON FOR REQUEST \_\_\_\_\_**

**PERSONAL PHYSICIAN (name, address and phone number)**

**Procedures to repay days to the “Sick Leave Bank”**

Certified staff will repay two (2) days a year until their days borrowed have been repaid.

Support staff will repay one (1) day a year as days are accrued until their days borrowed have been repaid.

**EMPLOYEE’S SIGNATURE \_\_\_\_\_**

**DATE \_\_\_\_\_**

## **Direct Donation Sick Leave Program 2014-2015**

The Board shall establish and maintain a direct donation sick leave program for all employees. The program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth or who is suffering from or who has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

“Relative of the employee” means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

“Household members” means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

“Severe” or “extraordinary” means a serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, child-birth and recovery there from.

“District employee” means any full-time employee of the school district and is defined as an employee who works six (6) hours or more per day or thirty (30) or more hours per week.

A district employee shall be eligible to receive shared sick leave pursuant to the following conditions:

1. The Superintendent and/or designee determines that the employee meets the criteria described in this policy.
2. The employee has abided by district policies regarding the use of sick leave.

A district employee may donate sick leave to another district employee only pursuant to the following conditions:

1. The receiving employee has exhausted, or will exhaust, only sick leave earned pursuant to 70 O.S. 6-104 due to pregnancy, miscarriage, childbirth and recovery there from, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household member ;
2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
3. Employees may donate up to five (5) days per request to another employee; provided, the donating employee’s total unused, accumulated sick leave does not fall below thirty (30) days.
4. District employees may not donate excess sick leave that the donor would not be able to otherwise take;
5. Requests for donations of sick leave shall be made upon the form attached hereto and shall be submitted to the superintendent of schools;
6. The superintendent of schools shall review the request for donations of sick leave for compliance with the provisions of this policy;
7. The superintendent of school shall issue to all staff a notice of request for donations of sick leave; and
8. Donations of sick leave shall be made upon completion and submission to the superintendent of the sick leave donation form attached hereto.
9. Donated sick leave days shall be subtracted first from the donating employee’s unused, accumulated

sick leave days transferred into the district, if any, or from the donating employee's unused accumulated sick leave days acquired by the donating employee while employed in the district.

The amount of donated leave that may be received by a district employee shall not exceed one hundred twenty (120) days during his/her employment with Oologah Talala Public Schools.

The Board shall require the employee requesting sick leave donations to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

The receiving employee shall be paid his/her regular rate of pay when using donated sick leave. The sick leave shall be designated as shared sick leave and be maintained separately from all other sick leave balances.

Donated sick leave may only be used by the recipient for the purposes specified in this policy.

Only sick leave earned pursuant to 70 O.S. 6-104 available for use by the recipient must be used prior to using shared sick leave.

Any shared sick leave not used by the recipient during each occurrence as determined by the Superintendent and/or designee shall be returned to the donor. The shared sick leave remaining will be divided in half days among donors on a prorated basis based on the original donated value and returned at its original donor value and be reinstated to the annual leave balance of each donor.

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

Employees requesting donations of sick leave days shall not solicit donations from other employees.

Identities of employees donating or not donating sick leave days shall not be disclosed by the administration.

District employees who are leaving the district (with the exception of retirement) may not transfer days through the direct donation program to any other district employee.

# Oologah Talala Public Schools

## Request for Donated Sick Leave

To: Mr. Max Tanner, Superintendent of Schools

From: \_\_\_\_\_(employee requesting donated sick leave days)

I anticipate using (used) my last sick leave day on \_\_\_\_\_(date).

The condition which has caused or is likely to cause me to exhaust all my sick leave is \_\_\_\_\_

\_\_\_\_\_ .

Attached is a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

I estimate that I will require \_\_\_\_\_(number) of donated sick leave days.

If my request meets the guidelines for donated sick leave days, I request that you provide employees of the district the opportunity to donate their sick leave days to me.

I ( want;  do not want (my name disclosed to potential donors. In checking that I want my name disclosed, I waive my rights to privacy on this request only to the extent that my name will be disclosed and I release Oologah-Talala Public Schools and its employees and OCTA and OTSP of any and all liability in connection thereof.

Thank you very much.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



# Oologah Talala Public Schools

## Request for Direct Donation Sick Leave Program

To: Superintendent of Schools

From: \_\_\_\_\_(employee requesting donated sick leave days)

I anticipate using (used) my last sick leave day on \_\_\_\_\_(date).

The condition which has caused or is likely to cause me to exhaust all my sick leave is \_\_\_\_\_

\_\_\_\_\_ .

Attached is a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

I estimate that I will require \_\_\_\_\_(number) of donated sick leave days.

If my request meets the guidelines for donated sick leave days, I request that you provide employees of the district the opportunity to donate their sick leave days to me.

I ( want;  do not want (my name disclosed to potential donors. In checking that I want my name disclosed, I waive my rights to privacy on this request only to the extent that my name will be disclosed and I release Oologah-Talala Public Schools and its employees and OCTA and OTSP of any and all liability in connection thereof.

Thank you very much.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Oologah Talala Public Schools**

Request for Direct Donation Sick Leave Program

To: Oologah Talala Public School Employees

From : Superintendent of Schools

Re: Request for Donated Sick Leave

Date: \_\_\_\_\_

We have received a request for donated sick leave that meets the criteria in the district's direct donation sick leave program. If you would like to donate sick leave to the employee who requested donations of sick leave, please indicate the number of days to be transferred from your sick leave account to the sick leave account of the requesting employee, sign and date this form, and return it to my office no later than \_\_\_\_\_. You may donate up to five (5) days. Any donated days in excess of the amount permitted by the sick leave sharing policy or unused by the recipient will be returned to the donating employees on a prorated basis.

**Authorization to Transfer Sick Leave Days**

**I hereby authorize the transfer of \_\_\_\_\_(number) of sick leave days from my sick leave account to the requesting employee's sick leave account for whom this notice was published. I am authorizing this transfer pursuant to and acknowledge it is subject to the district's direct donation sick leave policy.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

1. Based on education, previous experience, training, etc. a new employee may be started up to, but not above, increment 5 on the salary schedule. Exception: Administrative Secretary and Maintenance/Bldg & Grounds may be started up to but not above increment 6 on the salary schedule.
2. An individual qualifies for an increment after he/she has been employed for one full contract year. A contract year is from the first date of employment in the current school year until June 30 of the same year; however, an individual must have been employed at least sixty (60) days in order to be eligible for an increment.
3. Each eligible employee shall be advanced one (1) increment of the salary schedule. (2010-2011)
4. All employees on the same increment, within the same category, will receive the same pay.
5. No employee will receive more than the top increment in his/her category.
6. Any employee transferring categories may be placed on a higher increment after the transfer, up to increment 5 on the salary schedule, with the exception of Administrative Secretary and Maintenance/Bldg & Grounds which may be placed up to but not above increment 6 on the salary schedule based on education, previous experience, training, etc. Should the employee transferring categories be on an increment higher than 3 or 4 respectively, the employee will remain on the same increment as before the transfer.
7. Employees who were compensated at Increment 16 during 2011-2012 and who received a one-time stipend in an amount equal to the difference between increments 15 and 16 will receive a one-time stipend in the same amount during 2012-2013. (2011-2012)
8. Former employee who is reemployed in former position after one year or less will be given full credit for prior uninterrupted, regular employment in the district; provide, if the employee is receiving OTRS benefits subject to earning limitations, does not want to exceed the earnings limitation, and communicates that intention to the district, placement on the salary schedule will be such that the employee does not exceed the earnings limitations. (2011-2012)