

2014-2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 1  
OF MCINTOSH COUNTY, OKLAHOMA

AND

THE EUFAULA EDUCATIONAL  
SUPPORT PERSONNEL ORGANIZATION

**BOE Approved 9-8-2014**

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1. JOB DESCRIPTIONS.

Job descriptions will be reviewed and revised as deemed necessary by the Superintendent.

Any time a job is revised, a copy of the revised job description will be given to the affected employee.

2. PROCEDURES FOR SUSPENSION, DEMOTION, TERMINATION, OR NON REEMPLOYMENT OF SUPPORT EMPLOYEES.

1. Definitions:

A. "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.

B. "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 175 days per year.

C. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 4.B(1), below or as a suspension pending investigation as provided in paragraph 4.B(2), below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.

D. "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 a hearing under paragraph 4, below.

E. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.

F. "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.

G. "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.

2. Policy on Suspension, Demotion, Termination or Non Reemployment 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 nonreemployed 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 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.

3. Cause for Suspension , Demotion , Termination or Nonreemployment.

A. A support employee may be suspended, demoted, terminated or nonreemployed during the term of his/her contract for any reason set forth in the attached rules or regulations.

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 violation of the rules, regulations and requirements may result in suspension, demotion, termination or nonreemployment during the term of his/her contract.

4. Procedures for Suspensions Without Pay, Termination 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 instituting any such disciplinary action the full time support employee shall receive the following hearing rights:

(1) The superintendent of schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;

(2) The superintendent of schools or his designee shall explain to the support employee the evidence against the support employee;

(3) The superintendent of schools or his designee shall allow the support employee an opportunity to present his side of the matter.

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

(1) Suspension without pay for ten (10) working days or less as a disciplinary measure;

(2) Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;

(3) Demotion of the support employee;

(4) Termination of the support employee;

(5) Conclude that no disciplinary action is appropriate.

C. If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then within five (5) working days after the effective date of the suspension without pay such investigation must be completed and the superintendent or his duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth in paragraph 4.A., above. After the second hearing, the support employee shall either be reinstated, with back pay and other benefits, suspended without pay further as a disciplinary measure (not to exceed a total of 10 working days including the initial days of suspension without pay), demoted or terminated.

D. The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

## 5. Procedures for Nonreemployment

A. Prior to being nonreemployed, 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 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;

B. The support employee shall have the right to contest his nonreemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

6. Procedures for Appeal to the Board of Education.

A. After any suspension without pay, or prior to the effective date of any demotion, termination or nonreemployment during the term of his/her contract, 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. The notice shall contain the information provided in the form attached hereto.

C. A support employee who has been notified in writing of his/her suspension without pay, 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 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, demotion or termination action shall be final and the board may take final action to nonreemploy the employee without further notice or hearing rights. All notices required herein shall be mailed by certified mail. The postmark shall be used to determine the timeliness of the notice.

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 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 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.

(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 facts showing the cause for the support employee's suspension without pay, 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 announce its findings and decision immediately 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, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original 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.

#### 7. Miscellaneous.

This policy shall be effective immediately upon adoption by the Board of Education and shall supersede all previous policies regarding the subject matter contained herein. The Board of Education reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.

**EUFAULA SCHOOL DISTRICT**  
**SUPPORT EMPLOYEE**  
**RULES AND REGULATIONS**

A support employee may be suspended, demoted, terminated or nonreemployed for violation of any of the following Rules and Regulations:



1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Excessive unexcused absenteeism.
5. Chronic absenteeism for any reason.
6. Chronic tardiness or neglect of duty or incompetency in job performance or dishonesty.
7. Wasting time or loitering during working hours.
8. Leaving work area during work hours, without permission, for any reason.
9. Possession of weapons on school premises.
10. Removing school district property or records from school district premises without proper authority.
11. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
12. Theft or misappropriation of property of employees, students or of the school district.
13. Sabotage.
14. Distracting the attention of others.
15. Refusal to follow instructions of supervisor.
16. Refusal or failure to do work assignment.
17. Unauthorized operation of machines, tools or equipment.
18. Threatening, intimidating, coercing or interfering with employees or supervisors.
19. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
20. Creating a disturbance on school premises.
21. Creating or contributing to unsanitary conditions.
22. Practical jokes injurious to other employees or school district property.
23. Possession, consumption, or reporting to work under the

- influence of beer, alcoholic beverages (including wine), nonprescribed drugs, or controlled dangerous substances.
24. Disregard of known safety rules or common safety practices.
  25. Unsafe operation of motor driven vehicles.
  26. Operating machines or equipment without using the safety devices provided.
  27. Gambling, lottery, or any other game of chance on school district property.
  28. Unauthorized distribution of literature, written or printed matter of any description on school district property.
  29. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
  30. Poor workmanship.
  31. Immoral conduct or indecency including abusive and/or foul language.
  32. Excessive personal calls during working hours, except for emergencies. This includes incoming and outgoing calls.
  33. Walking off job.
  34. Clocking in or out another employee's time card or time sheet.
  35. Smoking in an unauthorized area.
  36. Refusal of transfer, if the transfer does not result in a demotion.
  37. Abuse of "breaks"(rest periods) or meal period policies.
  38. Insubordination of any kind.
  39. When it is the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
  40. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for physical inability to perform the job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform

all of the duties of the position within 30 work days or the number of work days equal to the employee's total accumulated sick leave days, including any additional days granted from the sick leave bank, whichever is longer, measured from the date of the first absence due to the illness or injury.

**NOTICE TO SUPPORT EMPLOYEE OF  
SUSPENSION WITHOUT PAY, DEMOTION OR TERMINATION**

TO:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, an initial hearing was held concerning your employment status. This will notify you of:

\_\_\_ A. Suspension without pay as a disciplinary measure.

You have been suspended from your employment without pay and other benefits as a disciplinary measure from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

\_\_\_ B. Demotion Action.

You have been demoted from \_\_\_\_\_ to \_\_\_\_\_, with appropriate reduction in pay and other benefits, effective \_\_\_\_\_, 20\_\_\_\_.

\_\_\_ C. Termination Action.

You have been terminated, effective as of \_\_\_\_\_ 20,\_\_\_\_.

The above action has been taken for the following cause/causes:

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You are entitled by law to a hearing before the Board of Education on this action. If you desire to exercise this right, you must notify the Board of Education in writing within ten (10) working days of the postmark on the envelope in which this notice

is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING.

ENCLOSED FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE ACTION, THE ENCLOSED HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE EUFAULA SCHOOL DISTRICT, 215 NORTH 6TH, P.O. BOX 609, EUFAULA, OKLAHOMA 74432-0609, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE SAME ADDRESS.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least 10 days prior to the next, or the next succeeding, regularly scheduled Board of Education meeting. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no earlier than 10 days nor later than 30 days after receipt of your hearing request.

You have the following hearing rights: the right to be present in person; the right to be represented by counsel of your choice; the right to present evidence and witnesses on your behalf; and the right to confront and cross-examine witnesses on behalf of the school administration. The board of Education at the hearing may affirm, modify or reverse the above action and may increase or decrease the severity of the above action. The decision of the Board of Education will be final.

Yours very truly,

Superintendent of Schools

Enclosure: Hearing Request Form

**NOTICE OF SUPPORT EMPLOYEE OF INTENTION  
OF NONREEMPLOYMENT FOR THE SUBSEQUENT FISCAL YEAR**

TO:

This is to advise you that the board of education intends to consider and act on your nonreemployment for the 20\_\_-\_\_ fiscal year.

The cause for your nonreemployment is as follows:

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You are entitled by law to a hearing before the Board of Education on this action. If you desire to exercise this right, you must notify the Board of Education in writing with ten (10) working days of the postmark on the envelope in which this notice is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING. ENCLOSED FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE ACTION, THE ENCLOSED HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE EUFAULA SCHOOL DISTRICT, 215 NORTH 6TH, P.O. BOX 609, EUFAULA, OKLAHOMA 74432-0609, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE SAME ADDRESS.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least 10 days prior to the next, or the next succeeding regularly scheduled Board of Education meeting. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no earlier than 10 days nor later than 30 days after receipt of your hearing request.

You have the following hearing rights: the right to be present in person; the right to be represented by counsel of your choice; the right to present evidence and witnesses on your behalf; and the right to confront and cross-examine witnesses on behalf of the school administration. At the conclusion of the hearing the Board of Education will vote to reemploy or nonreemploy you for the ensuing fiscal year. The decision of the Board of Education will be final.

Yours very truly,

Superintendent of Schools

Enclosure: Hearing Request Form

**HEARING REQUEST FORM**

TO: Clerk of Board of Education  
Eufaula School District  
215 N. 6th  
Eufaula, OK 74432-0609

\_\_\_\_\_ I hereby request a hearing before the Board of Education on the \_\_\_\_\_suspension without pay as a disciplinary measure \_\_\_\_\_demotion \_\_\_\_\_termination action \_\_\_\_\_proposed nonreemployment concerning my employment. I acknowledge receipt of the Notice dated \_\_\_\_\_, 20\_\_\_\_, concerning such action. I understand that the hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least 10 days prior to the next, or the next succeeding regularly scheduled meeting of the Board, unless I check the line below requesting a special meeting of the Board of Education.

\_\_\_\_\_ I request a special meeting of the Board of Education, to be held no earlier than 10 days nor later than 30 days after receipt of this hearing request.

\_\_\_\_\_  
Support Employee

\_\_\_\_\_  
Date

### 3. RESIGNATION

In order to leave the Eufaula School District in good standing, support employees must submit a letter of resignation at least ten (10) working days prior to the requested departure date specifying the exact effective date.

Failure to give ten (10) working days notice shall be sufficient reason to deny an applicant consideration for employment at a later date.



4. ADVERTISEMENT OF JOB VACANCIES

A written notice of job vacancies, whether existing or newly created, will be posted in each building where support employees work for at least five (5) days from the date of posting when feasible and when the posting does not limit the District's responsibility to meet the needs thereof in an expedient manner and to insure a safe, orderly and efficient operation of the schools. Posting of job openings during the summer months will be in administrative office only.

Employees who want to apply for a job that is posted or who desire transfer to another building must file written statement of such desire with Superintendent of Schools.

When two or more current employees are being considered for an opening, seniority will be one of the factors considered.

5. SUMMER EMPLOYMENT

These are temporary positions and employees hired for for these positions will receive no benefits associated with said positions.

6. CONTRACT EXTENSION

When the Superintendent deems it necessary that an employee work more than the days contracted, the Superintendent may extend said employee's contract as needed. When an extension is assigned, all applicable benefits shall apply. The employee will be paid on a per diem basis calculated using his current salary rate.

7. TRANSFER, ASSIGNMENT OR EMPLOYMENT IN NEW JOB CLASSIFICATION

If an employee is transferred (other than as a demotion), reassigned or employed to a different classification the employee shall be compensated from the appropriate salary schedule at the level which represents continuous employment experience with the district.

When a change of assignment is deemed necessary, a conference will be held with the employee who will be affected by the change. This conference shall be held as soon as possible after the need is recognized and before final placement has been made. Final decision for assignment shall be made by the Superintendent.

8. REDUCTION IN STAFF

In the event it is necessary, due to restructuring of job assignments and duties or due to lack of work or lack of funds, to have a reduction in staff the Board of Education shall determine which positions are to be retained.

REEMPLOYMENT

Laid off persons are eligible for reemployment in the work category from which they were laid off for a twelve (12) month period. No new employees in that work category shall be hired for positions during the period of employee layoff if a qualified employee is available on the reemployment list.

NOTIFICATION OF REEMPLOYMENT OPENINGS

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Board of an opening. Such notice shall be sent by certified mail to the last address given the Board by the employee.

EMPLOYEE NOTIFICATION TO BOARD AS RELATED TO EMPLOYMENT FOLLOWING A REDUCTION IN FORCE

A former employee shall notify the Board of his/her intent to accept or refuse employment within five (5) working days following receipt of the reemployment notice.

Any former employee refusing employment releases the Board from further obligation.

9. OVERTIME

Overtime will be allowed only upon written authorization from the administrator in charge. Time and one

half will be paid for all authorized overtime pay over forty (40) hours per week.

Time and one half will be paid for all authorized overtime worked on a paid holiday.

10. FULL TIME EMPLOYEE

A full time employee is recognized as an employee working twenty (20) hours or more per week for a minimum of one hundred seventy five (175) days.

Employees working less than twenty (20) hours per week are not eligible for benefits.

11. PROBATIONARY EMPLOYEE

The first twelve (12) months of initial employment shall be considered to be a probationary period in which the immediate supervisor shall evaluate the employee's ability to perform the functions required of the position. At any time prior to the conclusion of the probationary period, the employee may be recommended for termination if it is determined that the employee is unable to perform the required functions of the position

12. SUPPORT EMPLOYEE HOURS

Excluding an approved lunch break, support employees' hours per day and days per year will be as follows:

	Hours	Days
Secondary Library Media/Secretary Asst.	6½	180
Teacher Assistant	6½	180
Maintenance-Mechanic	8	261
Custodian/Driver/Maintenance	8	261
Cooks		180
Elementary Secretaries	7	190
Junior High Secretary	7	190
High School Secretary	7	200
Special Program Secretary	8	261

Executive Secretary	8	261
Treasurer/Asst. Superintendent's Secretary	8	261
Bus Driver	4	175
Stidham Driver	2 1/3	175

Starting and ending times and the length and time of lunch breaks for each employee will be set by the Superintendent of Schools after consulting with the appropriate administrator or supervisor.

Tentative schedules indicating days to be worked, daily starting, ending and lunch break times will be provided to cooks, principal secretaries, and teacher assistants. The same will be advised by their immediate supervisor of any necessary changes in the schedule.

Twelve month employees will be notified by the following supervisor or administrator when not required to report to work when school is cancelled due to hazardous road conditions.

<u>Employee</u>	<u>Administrator/Supervisor</u>
Custodians	Maint. Supvsr/Site Principal/Supt.
Maint/Mechanic	Maint. Supvsr/Site Principal/Supt.
Supt.'s Secretary	Superintendent
Spec. Prog Sec.	Superintendent

### 13. INDIVIDUAL RIGHTS

#### RIGHT TO REPRESENTATION

In following the grievance procedure, and/or in the case of an appeal to the Board of Education of a suspension, demotion, termination, or nonreemployment, support employees shall have the right to be represented by the local Organization. Those support employees who are members of the Organization shall also have the right to be represented by the State Organization and/or State Organization attorneys.

### 14. GRIEVANCE PROCEDURE

#### 1. Definitions.

A. A "grievance" shall mean a complaint by a support employee that there has been as to him a violation of the terms of the negotiated agreement.

B. A "grievant" is the person or persons making the complaint.

C. A "party-in-interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

D. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.

## 2. Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of support employees. Grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## 3. Procedures

A. Any grievance must be filed within five (5) days of the aggrieved act or it shall be deemed forever waived by the grievant.

B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

C. In the event a grievance is filed on or after the closing of the school year, which, if left unresolved until the beginning of the following year, could result in irreparable harm to a grievant, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon as is practicable.

D. Nothing herein contained will be construed as limiting the right of any support employee having a grievance to discuss the matter informally and

confidentially with any appropriate member of the administration; provided the adjustment is not inconsistent with terms of this grievance procedure.

E. Level One - Oral Informal Discussion With Principal or Immediate Supervisor

A support employee with a grievance will first discuss it informally with his principal or where the support employee is not under the direct supervision of a principal, with the support employee's immediate supervisor.

F. Level Two - Written Formal Grievance to Principal or Immediate Supervisor

If the aggrieved party is not satisfied with the disposition of his grievance under Level One, he may file a written grievance with the principal or his immediate supervisor within five (5) days of his informal conference under Level One. The Principal or immediate supervisor shall communicate his decision in writing to all parties-in-interest within five (5) days after receipt of the grievance.

G. Level Three - Superintendent

Within five (5) days of receipt of the decision rendered by the Principal or immediate supervisor, the grievant may appeal the decision to the Superintendent. Within five (5) days after receipt of the appeal, the Superintendent shall set the grievance for hearing and shall forward written notice of the time and place of the hearing to all parties-in-interest. Within ten (10) days of hearing the appeal, the Superintendent shall communicate his decision to all parties-in-interest. The decision shall include supporting reasons therefor and shall be final unless the grievant makes a written request within five (5) working days of receipt of the superintendent's decision for an appeal hearing before the Board of Education. Such request must include a statement signed by a majority of the Organization's Executive Committee and President authorizing such appeal. Upon receipt of such request the superintendent shall notify the grievant in writing of the date, time and place the hearing is scheduled. Such hearing may be scheduled for a regular or specially called meeting of the Board of Education. Notice of such

hearing will also be given to the Organization President. The decision of the Board shall be final.

H. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit any party-in-interest to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

I. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by himself and a representative of his choosing.

J. No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any party-in-interest or any other party involved directly or indirectly in the grievance procedure.

K. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the permanent central office files of the participants.

L. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

M. All parties-in-interest are required to exhaust the grievance procedure set forth in this article before seeking alternate remedies including any legal proceedings of any nature.

N. If any party-in-interest elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceedings for relief under the provisions of this procedure.

## 15. ORGANIZATION RIGHTS AND PRIVILEGES

### ORGANIZATION LEAVE

Organizational leave not to exceed three (3) days per officer with a ten (10) day aggregate of all officers may be granted only to officers of EESPO as requested by the

Organization President and approved by the Superintendent.  
Full salary shall be deducted on a per diem basis.

16. ACCESS TO THE BUILDING

Before or after work hours, the representatives of the Organization may have access to all school buildings in order to communicate with all members of the bargaining unit, provided that the exercise of this right does not interfere with the educational program and does not occur during work time.

17. USE OF SCHOOL BUILDINGS AND FACILITIES AND EQUIPMENT

The organization may use school facilities where no conflict exists, for meetings, with approval of the building principal.

Use of school copying equipment is allowed where no conflict exists at a charge of ten cents (\$.10) per copy, with the organization furnishing its own paper.

Use of school telephones for organizational business is prohibited.

The cost for equipment must be prepaid to the administrator in charge of the equipment.

18. USE OF SCHOOL MAIL

The Organization shall have the right to place one (1) mailbox in each building or school and to place notices, circulars and other material in those boxes. Before being circulated all material must receive prior approval of the Superintendent of Schools.

19. BOARD MINUTES

When requested in writing to the Superintendent, a copy of the official agenda of any board meeting will be given to the Organization prior to said meeting. When requested in writing, the Organization will be provided with one (1) copy of the official minutes of meetings of the Board when they are ready for distribution.

20. SICK LEAVE/SICK LEAVE SHARING

Sick leave shall be provided in accordance with state law.



Paid sick leave of one (1) day per month of employment not to exceed the number of hours per day for which an employee is regularly employed cumulative to sixty (60) days.

Sick leave may be used to care for illness within the immediate family. Immediate family is defined as: father, mother, brother, sister, spouse, children, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, cousin, all corresponding in-laws, and other relationships requested when approved by principal on an individual basis.

Upon a support employee leaving the employ of Eufaula Schools, said support employee will be paid \$25.00 per day for all accrued sick leave days which are not counted toward the 120 days used to obtain an extra year of retirement tenure under the Oklahoma Teachers Retirement System. This provision applies only to those employees who have been employed for a minimum of five (5) continuous years by Eufaula Schools and who resign under favorable conditions, retire, or are separated under the reduction-in-force policy. This provision does NOT apply to any support employee who is terminated under district personnel policy or who resign under threat of disciplinary action.

For absences to be charged to sick leave, employees must notify their immediate supervisor prior to their absence, allowing adequate time for a substitute to be hired if necessary and indicate when they expect to return to work. Whenever circumstances indicate suspected abuse of the sick leave policy, the board reserves the right to require an employee to provide a doctor's statement or a signed statement by the employee verifying the employee's absence was due to personal illness or illness within the employee's immediate family.

Sick leave not to exceed three (3) days in a given school year may be used to provide care for in-laws who are ill.

#### SICK LEAVE SHARING

Sick leave days may be donated from one District employee to another within the following guidelines:

A. Permission to receive donations will be granted only 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 that has caused or will cause the

employee to exhaust all accumulated sick leave earned pursuant to Title Seventy, Section 6-104 of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment, as determined by the Board of Education.

B. For purpose of this policy, the following definitions apply: "Relative of the employee" means a father, mother, brother, sister, spouse, child, stepchild, grandchild, grandparent, stepparent, aunt, uncle, niece, nephew, or cousin and corresponding in-laws. "Household Members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another, including 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 serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery there from: "District employee" means a any full-time employee of the School District. Whether an employee is a "full-time employee of the School District" will be determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of service performed by the employee and who is employed a minimum of one hundred seventy-two days.

C. The request for permission to receive donations must be in writing and may be presented to the Superintendent by the District employee or another employee (acting with the affected employee's permission) in his or her behalf **at least fifteen (15) days from within the time that the donee's own sick leave will be exhausted.** The Superintendent will determine that the employee meets the criteria described in this policy and the employee has followed district policies regarding the use of sick leave. The Superintendent may require the employee to submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

D. A donee may not use any donated sick leave until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. The donee may use donated sick leave only for the purposes specified in this policy.

E. Donated sick leave will be paid at the daily rate of the donee, not the donor. The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances.

F. Donated sick leave becomes the property of the donee.

G. The maximum total number of days that may be received as donations are limited to twenty (20) days per request **and 120 days per lifetime employment of Eufaula Public Schools**. Donations may be made only during the fiscal year (July 1 - June 30) in which the employee is determined to be eligible to receive donations.}

H. Any employee may donate only days that are earned and accumulated. The donor may donate any amount of sick leave provided the donation does not cause his or her sick leave balance to fall below one-hundred and twenty (120) hours or fifteen (15) days.

I. Any contribution of sick leave by one employee to another is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. Each contribution of sick leave must be confirmed in writing by the donor to the Office of the Superintendent.

J. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.

## 21. EMERGENCY BEREAVEMENT LEAVE

Employees shall be granted up to five (5) days of paid leave per year for purposes of an emergency/berereavement nature. These days shall not be accumulative from year to year. Such leave may be used for the following:

- a.) Bereavement in the case of death in the *immediate* family.
- b.) An employee may use a maximum of two (2) days for bereavement purposes with no restrictions. When used these days will be deducted from the maximum of five (5) days available for death in the immediate family.
- c.) Situations which constitute an emergency, such as fire, flood, or other catastrophic conditions beyond the prior knowledge or control of the employee.

## 22. PERSONAL LEAVE

**The Eufaula School District shall annually provide for all support employees a maximum of five(5)days personal leave three(3)days at which paid at district expense and(2)days paid by the employee at the rate that is costs to hire a substitute bus driver.**

Additional days requested by the employee and granted by the employer will be at the employees expense. Personal days shall not be cumulative from year to year.

Personal leave will not be granted for participation in political or social problem activities, seeking or interviewing for other employment, or performing a service for compensation.

Personal leave may not be taken during the first week or last week of the school year without approval of the superintendent.

Requests for personal leave shall be made to the principal or supervisor in writing and in advance when possible. If circumstances do not permit making the request in advance, the written request should be made to the principal or supervisor within one day after returning to work.

The employee may request a reimbursement of fifty (\$50.00) dollars per day for unused personal leave. Unused/Unreimbursed personal leave will roll into the employee sick leave on June 30.

23. MILITARY LEAVE

Military leave shall be granted as required by law.

An employee will be granted, on a day to day basis, an absence with pay for court appearances as an agent of the School District.

Employees shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding or as otherwise ordered to appear by the court. An employee serving as a juror or subpoenaed witness shall be paid his/her contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

25. RETIREMENT CONTRIBUTION

The Board of Education will pay one hundred percent (100%) of each employee's maximum allowable contribution to the Teacher Retirement System.

26. PAID HOLIDAYS

Employees contracted for twelve (12) months (261 days)

are entitled to time off and are paid for the following holidays:

Labor Day - First Monday in September;  
Thanksgiving Day - Fourth Thursday in November;  
Friday after Thanksgiving - 4th Friday in November;  
Christmas Eve - December 24;  
Christmas Day - December 25;  
New Year's Eve - December 31;  
New Year's Day - January 1  
Memorial Day - Last Monday in May;  
Independence day - July 4;  
Two (2) Additional Days Off - First and last day of  
Spring Break of each school year.

Time off for holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. When Christmas or New Year's Eve falls on Sunday, the preceding Friday will be a paid day off if school is not in session. If school is in session, the following Tuesday will be a paid day off.

If a leap year caused twelve (12) month employees to work an additional day, such employees will be compensated accordingly.

In order to receive pay for a holiday, an employee must work or be on paid leave on the last work day prior to the holiday and the first workday following the holiday and the holiday must fall within the employee's contract period.

## 27. VACATION

After one (1) year of employment, twelve (12) month (261 day) employees are entitled to ten (10) work days of paid vacation to be taken during the summer months between school terms.

Beginning July 1, 2009, all full-time employees with at Least 25 years of continuous employment as a full-time, 12 month, support employee with Eufaula Public Schools will be entitled to 15 working days vacation time per year. However, only ten (10) days of vacation time may be taken during the months of May, June, July, or August.

The last five (5) days of vacation time must be taken during the 180 day school year, and then only with prior approval by the superintendent or his/her representative, i.e. principal or supervisor.

The number of employees taking vacation at one time may be restricted at the discretion of the employee's administrator. Employees must request vacation on a separate form. All requests are to be approved by the immediate administrator. Vacation time cannot be accrued from year to year.

28. MEDICAL EXAMINATIONS

The School District shall pay for any required medical examination and will determine the physician to be used.

29. BREAK TIME

Breaks may be allowed at the discretion of the immediate supervisor. Support employees working over four (4) hours may get a fifteen (15) minute break. Employees working eight (8) hours per day may get two (2) fifteen (15) minute breaks per day.

This break time can be adjusted at each school or department.

30. ATHLETIC EVENTS

Support employees, their spouses, and children of public school age shall be admitted to school sponsored activities free of charge.

31. PAYROLL DEDUCTIONS

In addition to those deductions required by state and federal law, each employee may, upon written authorization, initiate the following payroll deductions:

- (a) ESPO contributions (dues)
- (b) EESPO contributions (dues)
- (c) Credit Union Deposits

Employees wishing to voluntarily cancel any part of

their payroll deduction options may do so by giving notice in writing to the central administrative office at least twenty (20) days prior to the next payroll date.

A group of ten (10) or more employees must participate in a given program to be eligible for payroll deduction.

### 32. MANDATORY MEETINGS

A required meeting by an employee's immediate supervisor which causes the employee to work in excess of eight (8) hours in one (1) day will be subject to time and one-half of overtime pay or compensation time, with the determination of whether the employee is to receive overtime or compensation time to be determined by the immediate Supervisor or the Superintendent of Schools. Overtime or compensation time will not be paid for time spent in grievance procedures or for time used in admonishing, counseling, suspending, demoting, terminating or nonreemploying an employee.

### 33. COMPENSATION

- (a) **Employees shall be paid at the level which equals actual continuous employment with the district. For 2013-14 school year all support employees with 75 days of employment by January 1, 2014, shall receive in addition to compensation provided in salary schedules, a five hundred dollar (\$525.00) stipend to be paid on or before January 31, 2014 as long as funding is available.**
- (b) The Board of Education shall provide health insurance benefits to eligible employees as mandated by statutory language. Employees who are not eligible for health insurance benefits under statutory provisions shall have (1/2) one-half of an individual premium paid by the Board of Education if they participate in the districts health insurance program.
- (c) The administration shall have the option to set the salary of any newly created position or adjust the salary of an existing position vacated due to resignation or termination.
- (d) **Board of Education shall have the right to grant in district experience credit for out-of district experience. Support employees new to the Eufaula**

**School District shall be paid for all years of experience for out-of district experience instead of previous amount of five (5) years. This will be retro-active for current employees.**

- (e) The Board of Education shall pay the cost for Oklahoma School Bus Driver Certification for employees required to have such certification.
- (f) After six months of continuous employment, the Board of Education shall reimburse those employees connected to the school transportation section twenty-five dollars (\$25.00) toward the cost of a CDL license.
- (g) **All support employees will automatically receive their step increase yearly without negotiation unless the superintendent deems it financially necessary during times of economic duress.**
- (h) **Paraprofessional that work in the "Sever/Profound class room only" shall receive a \$1000.00 stipend to be paid at the end of the school year.**

34. ACTIVITY TRIPS

Activity trips will be assigned in the sole discretion of the Director of Transportation.

35. ACTIVITY DRIVER PAY SCHEDULE

Weekday Trips	\$40
Weekend and Holiday Trips	\$60

Actual expenses will be reimbursed as approved by the administrator responsible for the activity. Drivers must submit itemized receipts for reimbursement.

36. LEAVE REIMBURSEMENTS

Leave shall be reimbursed subject to paragraphs 20 and 22 of this agreement.

37. SICK LEAVE BANK

Purpose:

To provide a bank of sick leave days from which members may draw in case of catastrophic and/or extended illness.

Members shall include all teaching, administrative, and support personnel.

MEMBERSHIP:



- A. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.
- B. Each employee will be assessed one day of his sick leave upon his initial enrollment in the Sick Leave Bank. Assessment of one day per year of a member's sick leave will be continued until the bank is built up to a minimum of 200 days. No more days will be added except from new enrollees until the bank is depleted to below 200.
- C. When the sick leave bank total falls below the minimum 200 days, each member will be assessed one day. This assessment will be made at the time of enrollment of sick leave bank members, that being within thirty (30) days of the beginning of the next school year.
- D. A person withdrawing from membership in the bank will not be able to withdraw contributed days.
- E. Only those employees participating in the sick leave bank will be eligible to withdraw days, and then only after his own sick leave is used.
- F. Substitute pay deduction will continue for all days granted from the sick leave bank.
- G. Days contributed or assessed become the property of the sick leave bank and no longer count toward the individual member's current or accumulated sick leave. Days contributed will remain in the bank until used.
- H. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
- I. Contributions and/or assessments to the sick leave bank shall not affect incentive pay or accumulated sick leave calculated for retirement.

REGULATIONS:

- A. An employee may request to borrow sick leave from the sick leave bank for a catastrophic and/or extended illness or for major surgery requiring a lengthy convalescence. This request must be accompanied by certification from a doctor that the illness is life threatening and of the nature to warrant the term catastrophic or extended.
- B. A committee/panel that is representative of the membership of the sick leave bank shall oversee the administration of the sick leave bank. This committee shall be comprised of one member from the middle school,

two members from the high school, elementary school and support staff at large, **and one member of the administration who is appointed by the superintendent.**

C. Terms of membership on the panel shall be for three years. Rotating terms will be established to avoid all new members on the panel at one time. The rotation will be as follows:

<b>High School #1 and Support Personnel #1</b>	<b>2014</b>
<b>Eufaula Elementary #2 and Middle School</b>	<b>2015</b>
<b>Eufaula Elementary #1, Support Personnel #2, High School #2</b>	<b>2016</b>
<b>Administration appoint by Superintendent</b>	

D. This committee shall oversee the record keeping of the days contributed and/or assessed by the members.

E. This Committee shall review all requests for withdrawal of days from the sick leave bank.

F. This Committee shall determine the number of days to be granted from the sick leave bank, not to exceed ninety (90) days.

G. This committee shall reserve the right to request a second doctor's opinion in certain instances.

**H. Employee requesting days from this bank shall sign a Release of Medical Record allowing committee members to have access to any documents provided to this committee to assist in making decisions related to sick leave bank requests.**



The above named employee is requesting benefits under the provisions of the Eufaula School's Sick Leave Bank. The purpose of this program is to assist the employee who is incapacitated by a long term life threatening illness. Please provide as much information as possible:

1. a. The above named employee is not able to continue his/her contractual responsibilities for the following incapacitating medical conditions:  
  
b. Date employee should be physically able to resume his/her contractual responsibilities:\_\_\_\_\_.

-----  
Physician's  
Signature:\_\_\_\_\_Date\_\_\_\_\_

Physician's Name:\_\_\_\_\_ (Please type or print)

Work Address:\_\_\_\_\_

Telephone:\_\_\_\_\_

Thank you for your time and cooperation.

Please return to: Eufaula Public Schools  
Sick Leave Bank Committee  
215 N. 6th  
Eufaula, OK 74432

APPLICATION FOR USE OF SICK LEAVE BANK

Name:\_\_\_\_\_ (Last) (First) (MI)

Telephone: Home\_\_\_\_\_School\_\_\_\_\_

Building/Position:\_\_\_\_\_

Reason for Request:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Incapacity will begin/began:\_\_\_\_\_

Date Employee's last sick leave day will be used:\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Return is application and authorization to obtain the  
Physician's Statement to: Eufaula Public Schools  
Sick Leave Bank Committee  
215 N. 6th  
Eufaula, OK 74432

Please Do Not Write Below This Line

\_\_\_\_\_

Sick Leave Bank Committee Action:

\_\_\_\_\_Approved \_\_\_\_\_Disapproved

Sick Leave Committee Chairperson \_\_\_\_\_  
Date \_\_\_\_\_

-----  
Board of Education Approval:

\_\_\_\_\_Approved \_\_\_\_\_Disapproved

Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

38. FAMILY AND MEDICAL LEAVE

1. Reasons for Leave

Eligible employees may apply for this leave for the following reasons:

A. In the event of a birth of a child of the employee, to take care of that child;

B. In the event of placement of a child with the employee for adoption or foster care;

C. In order to care for the spouse, a child or parent of the employee due to a serious health condition;

D. In the event of a serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.

## 2. Eligible Employees

An eligible employee is one who has worked in the District for at least twelve months and 1,250 hours.

leave requested under 1.A or 1.B must begin and end within twelve months of the birth or placement.

## 3. Nature of Leave

This leave is unpaid leave, provided:

A. For leave requested under 1.A, 1.B, or 1.C, the District may require the employee to substitute any accrued paid vacation, personal business or family leave provided by the District.

B. For leave requested under 1.C or 1.D, the District may require or the employee may choose, to substitute any accrued paid vacation, personal business, medical or sick leave provided by the District.

## 4. Procedures

A. An employee shall apply for the leave by filling out the Family and Medical Leave Request Form located in the central office. Upon verification by the District, the leave requested shall be granted provided:

## 5. Verification

In the case of leave requested under 1.C or 1.D, the District retains the right to require verification by the appropriate health care provider. It is the responsibility of the requesting employee to provide a copy of such verifications to the District when requested.

Proper verification shall state:

A. date on which the condition began;

B. the probable duration of the condition;

- C. the medical opinion of the health care provider;
- D. for leave requested under 1.C, a statement that the employee is needed to care for the appropriate individual;
- E. for leave requested under 1.D, a statement that the employee is unable to perform the functions of the position.

At district expense, the District may require the employee to obtain a second opinion of a health care provider designated or approved by the District.

If the two opinions differ, the District may require at District expense that the employee obtain a third opinion of a health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be final and binding.

#### 6. Notice

Employee should apply for leave as soon as the employee is aware of the need for the leave.

In the case of birth or placement of a child, application should be made at least thirty days in advance of the day the leave is requested to begin.

In the case of a serious health condition as defined in 1.C or 1.D, if planned medical treatment is the basis for the leave the employee should schedule the treatment in a manner that will not be disruptive to the efficient operation of the District. Application should be made at least thirty days before the date the leave is to begin or as soon as practicable.

#### 7. Return to Work

Upon returning to work from the leave, the employee shall be guaranteed either the same position previously held by the employee or an equivalent position. While on leave, the employee shall suffer no loss in benefits, but neither shall benefits accrue during the period the employee is on leave, except for coverage the District offers under a group health plan.

For leave requested under 1.D, the district requires appropriate certification that the employee is able to resume work.

If the employee fails to return to work, and the reason is not a serious health condition or other circumstance beyond the employee's control, the District may recover from the employee the premium paid for maintaining the employee's group health coverage during the leave.

The District may require certification that the employee is unable to return to work, either that the employee is unable to perform the functions of the position or that the employee is needed to care for a spouse, child, or parent.

FAMILY AND MEDICAL LEAVE REQUEST FORM

DATE \_\_\_\_\_

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

Type of leave requested (please be specific)

- 1) birth of a child of the employee,  
to take care of that child \_\_\_\_\_
- 2) placement of a child with the employee  
for adoption or foster care \_\_\_\_\_
- 3) to care for the spouse, a child or parent of the



employee due to a serious health condition\_\_\_\_\_

4) a serious health condition of the employee\_\_\_\_\_

Date you wish leave to begin\_\_\_\_\_

Date you expect to return to work\_\_\_\_\_

If leave is requested under 3) or 4) above, please give name and address of health care provider with knowledge of the health condition.

\_\_\_\_\_  
\_\_\_\_\_

Received by\_\_\_\_\_ Date\_\_\_\_\_

39. Contract

EUFAULA PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NUMBER I001  
OF  
MCINTOSH COUNTY, OKLAHOMA  
  
ANNUAL EMPLOYMENT CONTRACT  
FOR SUPPORT PERSONNEL

This employment Contract is made and entered into on the date stated below by and between INDEPENDENT SCHOOL DISTRICT NUMBER I001 OF MCINTOSH COUNTY, OKLAHOMA ("School District"), and the individual whose name is signed below as "Employee".

RECITALS:

1. School District desires to employ Employee under the terms and conditions of this contract; and,

2. Employee desires to be employed by the School District on the terms and conditions stated herein.

NOW THEREFORE, the School District and Employee agree as follows:

1. EMPLOYMENT: School district employs Employee to perform services for School District in the capacity assigned to Employee by the Superintendent of Schools of the School District or his designee. Employee accepts such employment and agrees to render services to School District in the capacity assigned to Employee.

2. COMPENSATION: As compensation for the services to be performed by Employee, School District agrees to pay Employee: \$\_\_\_\_\_per\_\_\_\_\_, payable at regular payroll periods.

(Hourly Basis): \$\_\_\_\_\_per hour, plus one and one-half times the basic hourly rate for all hours worked in any work week in excess of forty hours.

3. Term: This Contract shall commence on the date the Employee reports for work and shall continue until the last day of Employee's assigned work schedule for the School Year for which this Contract is executed. This contract terminates by its own terms on the earlier of June 30th of each year or the last day of Employee's assigned work schedule for the School Year for which this Contract is executed. This Contract shall be subject to termination at any time prior to June 30th pursuant to the School District's written policies and procedures, a copy of which Employee acknowledges receiving.

4. TERMINATION EVENTS: This Contract will terminate upon any of the following ("Termination Event"):

a. The earlier of the last day of Employee's assigned work schedule for the School Year for which this contract is executed or June 30th of any year at 11:59 p.m.;

b. The resignation of Employee, including, but not

limited to, the Employee's failure to report for work without a reason approved by the School District for such failure;

c. The inability of Employee to return to work and perform the normal duties of Employee's assignment (or another assignment for which Employee is qualified) after Employee has exhausted Employee's sick leave and any leave of absence without pay provided by School District or applicable law;

d. The death of Employee;

e. The discharge of Employee by School District, subject to the provisions of paragraph 6 if the employee has worked for the School District for one year of continuous full-time employment;

f. The termination of this Contract by School District because of a reduction in force in Employee's job category.

Upon the happening of a Termination Event, Employee shall be entitled to receive Employee's accrued but unpaid compensation and other benefits to the extent provided by School District policy to the date of the Termination Event.

5. RULES AND REGULATIONS: All written rules and regulations of School District applicable to support employees are incorporated herein by reference.

6. EMPLOYMENT SECURITY: After one year of continuous employment with the School District as a "full time support employee", as defined by the School District, Employee shall be entitled to the employment security protection of Oklahoma Statute tit. 70, ss 24-133 through 24-127 and shall be subject to discharge, suspension or demotion during the term of this agreement only for cause (including lack of funds or lack of work) as specified in the present and future rules and regulations of the School District pursuant to the School District's Policy Statement for Suspension, Demotion, Termination, or Nonreemployment of Support Employees and subject to the due process hearing rights provided in said Policy Statement and the causes for suspension, demotion or termination under the Policy Statement in effect on the date of this Contract. Except to the extent that the foregoing

employment security provisions are applicable, School District shall have the right to discharge, demote or suspend Employee at any time during the term of this Agreement, with or without cause.

7. NONREEMPLOYMENT: Any employee entitled to a due process hearing under Oklahoma Statute tit. 70, ss 24-133 through 24-137 in connection with a suspension, demotion or termination shall also be entitled to a due process hearing prior to any decision by School District not to reemploy such employee upon the expiration of this contract. Such hearing shall be conducted in the manner set forth in School District's Policy Statement for Suspension, Demotion, Termination or Nonreemployment of Support Employees.

8. MISCELLANEOUS: This Contract states the entire understanding and agreement between School District and Employee concerning Employee's employment by School District. No representation of School District has made any promised or commitments to Employee beyond or in addition to the terms and provisions stated herein and Employee agrees that no representation of School District has any authority to modify or change the terms and provisions of this Contract except by a written instrument which specifically refers to this Contract and which is approved by the Board of Education of the School District.

40. SALARY SCHEDULES

EXECUTIVE SECRETARY  
2014-15 SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATES</u>
0	30,726	14.72
1	31,184	14.93
2	31,639	15.15
3	32,096	15.37
4	32,551	15.59
5	33,008	15.81
6	33,463	16.03

7	33,920	16.25
8	34,375	16.46
9	34,832	16.68
10	35,288	16.90
11	35,743	17.12
12	36,200	17.34
13	36,655	17.56
14	37,299	17.86
15	37,567	17.99
16	38,024	18.21
17	38,479	18.43
18	38,935	18.65
19	39,401	18.87

Based on 261 day contract, 8 hours a day.  
All step increases subject to the employee's full compliance with  
the job description.

<u>TREASURER</u>		
<u>2014-15 SALARY SCHEDULE</u>		
<u>Experience</u>	<u>Salary</u>	<u>HR RATES</u>
0	25,868	12.39
1	28,404	13.60
2	28,860	13.82
3	29,316	14.04
4	29,771	14.26
5	30,228	14.48
6	30,683	14.69

7	31,140	14.91
8	31,595	15.13
9	32,052	15.35
10	32,507	15.57
11	32,964	15.79
12	33,420	16.01
13	33,876	16.22
14	34,332	16.44
15	34,788	16.66
16	35,244	16.88
17	35,700	17.10
18	36,157	17.32
19	36,624	17.54

Based on 261 day contract, 8 hours a day.

All step increases subject to the employee's full compliance with the job description.

SPECIAL PROGRAMS SECRETARY  
2014-15 SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATE</u>
0	22,714	10.88
1	23,148	11.09
2	23,583	11.29
3	24,017	11.50
4	24,452	11.71
5	24,885	11.92
6	25,320	12.13

7	25,755	12.33
8	26,188	12.54
9	26,623	12.75
10	27,057	12.96
11	27,492	13.17
12	27,926	13.37
13	28,360	13.58
14	28,795	13.79
15	29,228	14.00
16	29,663	14.21
17	30,098	14.41
18	30,533	14.62
19	30,986	14.84

Based on 261 day contract, 8 hours a day.

All step increases subject to the employee's full compliance with the job description.

**CUSTODIAN/DRIVER/MAINTENANCE**

**2014-15 SALARY SCHEDULE**

<b><u>EXPERIENCE</u></b>	<b><u>SALARY</u></b>	<b><u>HR RATE</u></b>
0	18,320	8.77
1	18,898	9.05
2	19,476	9.33
3	20,054	9.61
4	20,650	9.89
5	21,235	10.17
6	21,820	10.45
7	22,405	10.73

8	22,989	11.01
9	23,575	11.29
10	24,159	11.57
11	24,743	11.85
12	25,328	12.13
13	25,912	12.41
14	26,497	12.69
15	27,082	12.97
16	27,666	13.25
17	28,251	13.53
18	28,836	13.81
19	29,420	14.09

Based on 261 day contract, 8 hours a day.

All step increases subject to the employee's full compliance with the job description.

<b>MAINTENANCE 2014-2015 SALARY SCHEDULE</b>		
<b><u>EXPERIENCE</u></b>	<b><u>SALARY</u></b>	<b><u>HR RATE</u></b>
0	21,715	10.40
1	22,150	10.61
2	22,585	10.82
3	23,020	11.02
4	23,455	11.23
5	23,890	11.44
6	24,325	11.65
7	24,760	11.86
8	25,195	12.07
9	25,630	12.27



10	26,065	12.48
11	26,500	12.69
12	26,935	12.90
13	27,370	13.11
14	27,805	13.32
15	28,240	13.52
16	28,675	13.73
17	29,110	13.94
18	29,545	14.15
19	29,984	14.36

Above salary schedule is based on 261 day contract, 8 hrs. per day.

<u>SITE SECRETARY/REGISTRAR</u>			
<u>2014-15 SALARY SCHEDULES</u>			
<u>EXPERIENCE</u>	<u>190 DAY</u>	<u>200 DAY</u>	<u>HR RATE</u>
	<u>SALARY</u>	<u>SALARY</u>	
0	16,628	17,503	12.50
1	16,935	17,827	12.73
2	17,242	18,149	12.96
3	17,549	18,473	13.19
4	17,856	18,796	13.43
5	18,163	19,120	13.66
6	18,471	19,443	13.89

7	18,777	19,765	14.12
8	19,085	20,089	14.35
9	19,392	20,412	14.58
10	19,699	20,736	14.81
11	20,005	21,059	15.04
12	20,314	21,382	15.28
13	20,620	21,705	15.51
14	20,928	22,028	15.74
15	21,234	22,352	15.97
16	21,542	22,675	16.20
17	21,848	22,982	16.43
18	22,146	23,311	16.65
19	22,464	23,646	16.89

Elementary and Middle School based on 190 day contract, 7 hours a day. High School based on 200 day contract, 7 hours a day. Registrar shall receive 5% increase. All step increases subject to the employee's full compliance with the job description.

LIBRARY MEDIA ASSISTANT  
2014-15 SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATE</u>
0	12,777	10.92
1	13,046	11.15
2	13,380	11.44
3	13,588	11.61
4	13,857	11.84
5	14,128	12.08
6	14,398	12.31
7	14,669	12.54

8	14,938	12.77
9	15,208	13.00
10	15,479	13.23
11	15,749	13.46
12	16,019	13.69
13	16,289	13.92
14	16,559	14.15
15	16,830	14.38
16	17,099	14.61
17	17,370	14.85
18	17,640	15.08
19	17,913	15.31

Based on 180 day contract, 6 1/2 hours a day.

All step increases subject to the employee's full compliance with the job description.

<u>TEACHER ASSISTANT</u>		
<u>2014-15 SALARY SCHEDULE</u>		
<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATE</u>
0	12,130	10.37
1	12,400	10.60
2	12,670	10.83
3	12,940	11.06
4	13,210	11.29
5	13,480	11.52
6	13,750	11.75
7	14,021	11.98

8	14,291	12.21
9	14,560	12.44
10	14,831	12.68
11	15,101	12.91
12	15,372	13.14
13	15,641	13.37
14	15,911	13.60
15	16,182	13.83
16	16,452	14.06
17	16,722	14.29
18	16,991	14.52
19	17,258	14.75

Based on 180 day contract, 6 1/2 hours a day.

\* Multihandicapped teacher's assistant shall receive 5% Special Education increase.

All step increases subject to the employee's full compliance with the job description.

**COOK SALARY SCHEDULE**

**2014-15**

<b><u>EXPERIENCE</u></b>	<b><u>HOURLY RATE</u></b>
0	8.49
1	8.72
2	8.94
3	9.17
4	9.41
5	9.64
6	9.87
7	10.10

8	10.33
9	10.57
10	10.80
11	11.02
12	11.25
13	11.48
14	11.72
15	11.95
16	12.18
17	12.41
18	12.64
19	12.87

Based on 180 day contract; 172 days in school, 3 days before school, 2 days after school, and 3 days at the discretion of the Child Nutrition Director.  
All step increases subject to the employee's full compliance with the job description.

<u>BUS DRIVER</u>		
<u>2013-14 SALARY SCHEDULE</u>		
<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATE</u>
0	7,280	10.40
1	7,462	10.66
2	7,644	10.92
3	7,826	11.18
4	8,008	11.44
5	8,190	11.70
6	8,372	11.96
7	8,554	12.22

8	8,736	12.48
9	8,918	12.74
10	9,100	13.00
11	9,282	13.26
12	9,464	13.52
13	9,646	13.78
14	9,828	14.04
15	10,010	14.30
16	10,192	14.56
17	10,374	14.82
18	10,556	15.08
19	10,738	15.34

Based on a 175 day contract/ 4 hrs. per day  
All step increases subject to the employee's full compliance with  
the job description.

<u>TRANSPORTATION DIRECTOR</u>	
<u>2014-15 SALARY SCHEDULE</u>	
<u>EXPERIENCE</u>	<u>SALARY</u>
0	\$26,000
1	26,624
2	27,248
3	27,872
4	28,496
5	29,120
6	29,744
7	30,368

8	30,992
9	31,616
10	32,240
11	32,864
12	33,488
13	34,112
14	34,736
15	35,360
<b>16</b>	<b>35,984</b>
<b>17</b>	<b>36,608</b>
<b>18</b>	<b>37,232</b>
<b>19</b>	<b>37,856</b>

Above salary schedule applies to full 12 month work year from July 1 to following June 30, and includes 261 normal work days per year.

NOTE: THIS POSITION IS SUPERVISORY AND OVERTIME PROVISIONS DO NOT APPLY TO THIS POSITION.

\*\*\* (EXPERIENCE constitutes number of continuous years supervisor has been employed by Eufaula Schools.)

Approved at June 9, 2008, Regular Scheduled Board Meeting.

MAINTENANCE & CUSTODIAL DIRECTOR

2014-15 SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>SALARY</u>
0	26,000
1	26,624
2	27,248
3	27,872
4	28,496
5	29,120

6	29,744
7	30,368
8	30,992
9	31,616
10	32,240
11	32,864
12	33,488
13	34,112
14	34,736
<b>15</b>	<b>35,360</b>
<b>16</b>	<b>35,984</b>
<b>17</b>	<b>36,608</b>
<b>18</b>	<b>37,232</b>
<b>19</b>	<b>37,856</b>

Above salary schedule applies to full 12 month work year from July 1 to following June 30, and includes 261 normal work days per year.

NOTE: THIS POSITION IS SUPERVISORY AND OVERTIME PROVISIONS DO NOT APPLY TO THIS POSITION.

\*\*\*(EXPERIENCE constitutes number of continuous years supervisor has been employed by Eufaula Schools.)

Approved at June 9, 2008, Regular Scheduled Board Meeting.

ASSISTANT MAINTENANCE DIRECTOR  
2014-15 SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>SALARY</u>
0	\$22,360
1	22,828
2	23,296
3	23,764
4	24,232
5	24,700
6	25,168



7	25,636
8	26,104
9	26,572
10	27,040
11	27,508
12	27,976
13	28,444
14	28,912
15	29,380
<b>16</b>	<b>29,848</b>
<b>17</b>	<b>30,316</b>
<b>18</b>	<b>30,784</b>
<b>19</b>	<b>31,252</b>

Above salary schedule applies to full 12 month work year from July 1 to following June 30, and includes 261 normal work days per year.

NOTE: THIS POSITION IS SUPERVISORY AND OVERTIME PROVISIONS DO NOT APPLY TO THIS POSITION.

\*\*\* (EXPERIENCE constitutes number of continuous years supervisor has been employed by Eufaula Schools.)

Approved at June 9, 2008, Regular Scheduled Board Meeting.

CHILD NUTRITION DIRECTOR  
2014-15 Salary Schedule

<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATE</u>
0	24,647	11.80
1	25,081	12.01
2	25,516	12.22
3	25,951	12.43
4	26,384	12.64
5	26,819	12.84
6	27,253	13.05

7	27,687	13.26
8	28,122	13.47
9	28,556	13.68
10	28,990	13.88
11	29,424	14.09
12	29,859	14.30
13	30,294	14.51
14	30,727	14.72
15	31,162	14.92
16	31,596	15.13
<b>17</b>	<b>32,030</b>	<b>15.35</b>
<b>18</b>	<b>32,466</b>	<b>15.55</b>
<b>19</b>	<b>32,886</b>	<b>15.75</b>

Based on a 261 day contract/8 Hrs per/day. All step increases subject to the employee's full compliance with the job description.

<u>HEAD COOK</u>		
<u>2014-15 Salary Schedule</u>		
<u>EXPERIENCE</u>	<u>SALARY</u>	<u>HR RATE</u>
0	15,273	12.12
1	15,564	12.35
2	15,855	12.58
3	16,145	12.81
4	16,437	13.05
5	16,728	13.28
6	17,019	13.51
7	17,309	13.74

8	17,600	13.97
9	17,892	14.20
10	18,183	14.43
11	18,473	14.66
12	18,764	14.89
13	19,055	15.12
14	19,345	15.35
15	19,637	15.58
16	19,928	15.82
17	20,219	16.05
18	20,510	16.28
19	20,803	16.57

Based on 180 day contract/7 Hrs per day

All step increases subject to the employee's full compliance with the job description.

#### 41. RETIREMENT INCENTIVE

Full time support employees of Eufaula Schools will be entitled to a one (1) time retirement incentive payment upon his/her retirement, but only if he/she meet all of the following requirements. NOTE: A full time support employee is one who is employed a minimum of six (6) hours per day for a minimum of 180 work days per school year.

- A. The retiring employee must be 55 years of age by the effective date of his/her resignation for purposes of retirement from the employ of Eufaula Public Schools.
- B. The retiring employee must have been employed full time by Eufaula Public Schools for a minimum of ten (10) consecutive years immediately preceding his/her retirement date.
- C. The retiring employee must notify the superintendent of Eufaula Public Schools by Certified Mail, Return Receipt Requested of his/her decision to retire at least 90 calendar days before the effective date of retirement. NOTE: In some cases an employee may, due to unforeseen events, decide

they need to retire sooner than the 90 day notification requirement allows. In these cases an employee may be eligible to obtain a retirement incentive, and may be paid an incentive, in whole or part, but only if the retiree meets all other requirements for the incentive. Determination of the retiree's eligibility in these cases is solely at the discretion of the Eufaula Board of Education, and will be determined on a case by case basis.

The amounts of the retirement incentive to be paid to a full time employee is dependent on the above requirements; and will be paid according to the following scale.

- A. Support employees employed at least ten (10) consecutive years at the time of retirement will receive a \$2,000.00 retirement incentive.
- B. Support employees employed at least fifteen (15) consecutive years at the time of retirement will receive a \$3,000.00 retirement incentive.
- C. Support employees employed at least twenty (20) consecutive years at the time of retirement will receive a \$4,000.00 retirement incentive.
- D. Support employees employed at least twenty-five (25) Consecutive years at the time of retirement will receive a \$5,000.00 retirement incentive.