

SUPPORT PERSONNEL POLICIES AND AGREEMENT

2022-2023

MIAMI BOARD OF EDUCATION

AND

MIAMI CHAPTER, MESPA

IN WITNESS WHEREOF, the parties hereto have executed this agreement
as of this 9 day of August, 2022.

Independent School District 1023
of Ottawa County, Oklahoma

By 

Nicholas Highsmith, Superintendent
Miami Public Schools

By 

Hillary Anderson, MESPA President
Miami Chapter, MESPA

MIAMI PUBLIC SCHOOLS

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I. EMPLOYMENT PROVISIONS

- A. **Non-discrimination Policy:** The Miami Public Schools will recruit, appoint, promote, demote, evaluate, compensate, and remove all its staff members in a non-discriminatory manner, regardless of race, sex, creed, color, or national origin, political affiliation or religion.
- B. **Job Description:** Each support person employed by the Miami Public Schools will be presented a thorough job description of the work expected of him/her in his/her normal duties. Also, each employee will be given the specific rules and regulations that an employee is expected to follow in his classification of employment with the Miami Public Schools. The assignment of an employee will be left to the discretion of his/her supervisor. The District will strive to review job descriptions for two (2) job classifications per year. (2007-2008)
- C. **Trial Period:** Each support person will be given a 90 calendar day trial period in which he will be given a thorough evaluation of his work. At the end of this trial period, the employee will have a conference with his superior. At this time, the decision will be made to continue or discontinue employment. Newly-hired (zero level) employees may be granted a one-half step increase at the 90 day review period if the employee receives a favorable performance rating. The increase must be recommended by the supervisor and approved by the office of the Superintendent.
- D. **Correction Conference:** At any time during the tenure of an employee, a correction conference between that employee and his immediate supervisor may be held. At this conference, an employee would be given the reasons for the conference and what the employee needs to do in order to bring his work up to the standard that is expected and the length of time it will take to correct these deficiencies. If termination or suspension without pay is to be considered in the conference, the employee will be allowed to have an MESPA officer present during the conference.
- E. **Application:** Every candidate seeking employment with the Miami Public Schools will be required to fill out an application online at www.miami.k12.ok.us. (2017-2018) The district will have the discretion to add up to three (3) years of verifiable school experience to qualified applicants.
- F. **Outside employment:** Outside employment is permissible if there is no conflict of interest in working hours and the employee's efficiency is maintained. Also, it is expected that extra work for the school district would take precedence over other extra employment.
- G. **Discipline:** It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency and economy in their work for the Miami Public Schools. Supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever work habits, attitude, production, or personal conduct of an employee falls below a desirable standard, supervisors should take immediate steps to bring about improvement. The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives which prompted it. All factors should be considered when determining the appropriate action to take in a particular situation. The violations set forth in this rule may be considered as just cause for suspension or discharge. After three (3) years any disciplinary act written up against an employee will be taken out of their personnel file if no other action has been taken against them. (1995-96) The list of offenses presented here does not purport to be all inclusive, neither is it intended that they should be rigidly followed.

The violations are:

1. Incompetence or inefficiency.
2. Obtaining materials on fraudulent orders, dishonesty, stealing, and other criminal acts, and accepting bribes in the course of work.
3. Waste of, or malicious destruction of public property, including deliberate abuse of tools and equipment.
4. Fighting, agitating and stirring up trouble.
5. Deliberate or malicious insubordination, including refusal to comply with rules or perform work assigned.
6. Falsifying records, including personnel records.
7. Drunkenness or use of intoxicating liquor while on the job.
8. Habitual and willful failure to meet financial obligations.
9. Inattention to duties, including deliberate loafing and wasting time.
10. Absence from duty without permission, proper notice or other satisfactory reason.
11. Any attempt to secure redress for a real or imagined grievance prior to exhausting the grievance procedure described herein.
12. Conviction of crime.
13. Any other activity which is not compatible with good public service.

H. Dismissal: The department head shall have authority to terminate the services of any employee, provided prior approval has been obtained from the superintendent because of:

1. Misconduct, insubordination, violation of regulations set forth in the disciplinary rule.
2. Whenever employees fail to measure up to a reasonable standard of efficiency or if work habits and attitudes constitute an unwholesome influence on their associates.
3. Employees who become incapacitated due to mental or physical disability shall be given an opportunity to perform some other type of work if in the opinion of a physician they are able to do so; and providing another position is open in which the employee is capable of performing, otherwise such employee will be dismissed.
4. No employee shall be dismissed for religious, personal or political reasons.
5. Prior to demotion, termination, or non-reemployment, the employee in question shall receive a notice of the right to a hearing. Notices shall be made by certified mail, with the postmark used to determine the timeliness of the notice. Appeal from any discharge must be made within ten (10) days by written notice to the employer. Failure of notification waives the employee's right to a hearing.

I. Reduction in Force

1. Determination of the Need to Reduce Staff

When the Board determines the need to reduce the number of support employees in the school district, the student and program needs of the district will be the primary criteria in deciding upon positions to be eliminated and employees to be released thereof. When implementing a reduction in staff, the Board will first determine the position(s) to be eliminated and then utilize the following procedure to select the employee(s) to be released.

2. Procedures for Reduction

a. Employees will be considered for reduction in the following order:

1. Part-time employees
 2. Full-time employees with less than one (1) year of service
 3. Full-time employees with one (1) year or more of service.
- b. When selecting employees for reduction, as provided for in number 1 above, the administration shall consider the following criteria as each relates to the employees being considered within each job category.
1. Length of Continuous and Uninterrupted Service
 2. Training
 3. Expertise
 4. Licenses Held
 5. Special Skills
 6. Administrative Evaluation
- c. Full-time employees with more than one (1) year of service selected for reduction shall be afforded the notification and hearing procedures provided for by law.

3. Procedures for Recall

- a. An employee reduced as a result of this policy shall be placed on a recall list for one school year. The employee shall remain on the recall list for one year until and unless the employee:
1. Waives recall in writing
 2. Resigns
 3. Accepts a position of employment
 4. Fails to accept a position of reemployment within five (5) days after it has been offered.

All recalled personnel from RIF will be reinstated with preexisting sick leave and on a comparable location on the salary schedule. (2010-2011)

- b. Employees on the recall list will be offered reemployment for vacancies within job categories from which they were reduced in reverse order of termination. If several employees on the recall list were reduced within the same job category simultaneously, the determination of which employees will be offered reemployment will be made after considering the following criteria as each relates to the employees being considered.
1. Length of Service in the Position Reduced
 2. Training
 3. Experience
 4. Licenses Held
 5. Special Skills
 6. Administrative Evaluation
- c. Offers of reemployment under this section shall be made by certified mail, return receipt requested. The support employee shall notify the Board of Education of

his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. Any support employee refusing re-employment releases the Board from any further recall obligation. It shall be the employee's responsibility to provide the district, at all times, with the employee's current mailing address.

4. Position Eliminated (Addendum to Reduction in Force Policy):

- a. When a position is eliminated or reduced in working hours, the incumbent in the position may elect to be RIF'd, or accept a position occupied by a ninety day probationary employee in the craft of the position eliminated. When there are no probationary employees in the craft, the incumbent in an eliminated position may elect to take the position of the person with the least seniority. (See seniority definition). If the incumbent in the position eliminated has the least seniority, and no positions are occupied by probationary persons, the incumbent shall be RIF'd.
- b. When a cafeteria manager position is eliminated, the incumbent may, with approval of the Food Service Director, elect to take the position of the cafeteria manager with least seniority as manager. The manager with least seniority may elect to take the cook position with least seniority. Similarly, if a Secretary II position is eliminated, the incumbent may elect to take the position of the Secretary I with the least seniority.

J. Reassignment

1. An employee may seek reassignment to another position within a craft or another craft by written notice to the superintendent.

K. Right to Hearing: After any suspension or prior to any demotion or termination, a support employee shall receive notice of the right to hearing. The hearing shall be conducted by the Miami Board of Education. All notices shall be by certified mail, with the postmark used to determine the timeliness of the notice. Failure of the employee to request a hearing within ten (10) working days of such notice shall be considered a waiver of the employee's right to a hearing. (1990)

L. Resignation:

1. In order to resign in good standing, full-time permanent employees are expected to give at least two weeks notice, and temporary, part-time and probationary employees, at least four days prior notice to the effective date of resignation.
2. Failure to give adequate notice shall be sufficient reason to deny an applicant consideration for employment at a later date.

M. Grievance Procedure: The grievance procedure for an employee will be as follows:.

1. File the grievance in writing with immediate supervisor within seven (7) calendar days. The supervisor has seven (7) calendar days to respond to the grievance. Grievance is defined as a claim by a support employee that there has been a real or perceived violation or misinterpretation of the negotiated agreement. (1993)

2. The solution to the grievance will either be satisfactory or unsatisfactory to the aggrieved employee. If the solution is unsatisfactory, then the employee may appeal to the superintendent or his designee within seven (7) calendar days. The superintendent or his designee will meet with the supervisor and the aggrieved employee within seven (7) calendar days of the filing of the appeal. (1990)
 3. If the superintendent's or his designee's solution is not acceptable, the employee may choose to go to a hearing board comprised of one member of the school administration plus one member of the MESPA organization plus a third member selected and agreed upon by the other two members. The hearing board will meet as soon as possible after the members are selected. This appeal must be made by the employee within a three day period. Final appeal of the hearing board's decision may be made by either party to the Board of Education. Such appeal must be filed within three (3) days of the hearing board's decision. The hearing will be held within forty-five (45) days. The final decision to be handed down within seven (7) calendar days. (1991)
- N. Job vacancies: Newly created positions and/or vacancies will be posted online at the district website, www.miami.k12.ok.us. (2017-2018) The senior most qualified bidder in the craft will be given first consideration before the position can be offered to outside personnel. (1991)
- O. Seniority: Seniority shall be defined as uninterrupted employment from the first day of work for full-time employees. A part-time employee shall build seniority based on the first day of work at the rate of two (2) for one (1). (Two years of part-time work shall equal one (1) year of seniority.)
- P. Full-Time Employee: Full-time employee shall be an employee who works an equivalent of Fifty percent (50%) of the maximum time of any employee in the craft.
- Q. Continuous Service: No separation in the employment that exceeds one (1) year by reason of the employee. Examples: resignation, retirement, medical leave. RIF does not cause a separation that interrupts continuous service. A leave-of-absence will not cause an interruption of continuous service.

II. GENERAL POLICIES

- A. Accident Reports: all employees are required to report to their immediate supervisor, all accidents involving personal injury or damage to equipment and property. This notification must be made within 24 hours of the occurrence.
- B. Change of address: all employees are required to notify their immediate supervisor if there is any change in his address or telephone number so that the employee may be contacted at all times by either telephone or mail.
- C. School District Purchases: any school purchase made by an employee must be approved by the employee's immediate supervisor.
- D. Authorization of work to be done: no employee should authorize any outside agency to do any work unless proper authorization from his immediate supervisor has been secured.

III. ORGANIZATION RIGHTS

- A. Use of School Mailboxes, Posting Space, Inter-school Mail: The MESPA bargaining unit shall have use of school mailboxes, specified bulletin board space and district inter-school mail service for official organizational communications. (1989)
- B. MESPA use of District Duplicating Equipment: The Organization may duplicate Organization materials on District duplicating equipment within reason and with approval of Superintendent. (2017-2018)
- C. MESPA use of School Facilities: The Organization shall have use of school facilities for meetings without charge. Use of such facilities shall be arranged through the building administrator. Sufficient notification will be made to avoid conflicts in scheduling. (1990)

IV. LEAVE PROVISIONS

- A. Sick Leave: One day per month sick leave will be earned, with full pay, for each 9 month, 10 month, 11 month, and 12 month support employee. (1995-96) These days may accumulate, if unused, to a maximum of one hundred eighty (180) days, with full pay for those days used for personal illness or illness of a member of the immediate family. The immediate family being defined as: father, mother, sister, brother, wife, husband, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, grandmother, grandfather, grandchildren, niece or nephew. The Board of Education may require certification of illness by a medical doctor.
 - 1. Sick Leave Buy-Back: All full-time support personnel that sever employment by retirement with ten (10) years or more service with the Miami Public School System and are eligible to retire under the Oklahoma Teacher Retirement Guidelines for full retirement benefits will be paid the sum of \$25.00 for each full day of unused sick leave up to the one hundred eighty (180) day maximum. All part-time support employees sick leave buy-back benefits will be prorated on the number of hours actually worked. (1995-96)
 - 2. Record Keeping: A list of all support personnel, showing the previous total balance, plus the earnings, minus the deductions and the present total balance of sick

leave for each employee through each school year will be kept on file in the central office. Support employees shall receive once each year a summary print out of accumulated sick days and remaining vacation days. The summary will be provided with the September paycheck.

3. Sick Leave Bank:

- a. All support employees shall be eligible to become a member of the Sick Leave Bank. The purpose of the Bank shall be to provide members with income protection in the event of illness or injury which exhausts his/her accumulated personal illness leave prior to Long Term Disability Insurance becoming effective.
- b. The Bank shall be formed by the voluntary participation and voluntary donations of one (1) personal illness day by support employees who then become members of the bank. All donated days lose their identity and become the property of the Sick Leave Bank.
- c. The initial membership period for donations to the Bank shall be from September 1, through October 1. An initial total donation of twenty-five (25) days is required to initiate the bank. New support personnel may become members within thirty (30) contract days following the date of employment. Support employee members employed in the school system may join subsequently by paying all back assessment that would have been donated if that support employee joined when he/she was first eligible for membership.
- d. When the Bank falls below twenty-five (25) days, after the first year, an obligatory assessment of one (1) personal illness day shall be made on all current members of the bank.
- e. The Sick Leave Bank shall be administered by a committee composed of two (2) members appointed by the Superintendent and three (3) members appointed by the President of the Organization. Committee members will serve two (2) years staggered terms. A member of the committee will be chosen chairperson. The committee will review applications for membership in the Bank and will grant, deny, or suspend grants of leave from the bank. The decisions of the committee will be final.
- f. Application for use of the Sick Leave Bank will be made to the chairperson of the committee responsible for administering the Bank. The application shall be accompanied by a statement from the attending physician describing the nature of the disability,, and expected date of return to work. A maximum of not more than twenty (20) bank days will be allowed for a support employee during the contract year. If the member continues in active employment, the member shall repay the Bank for days owed at the rate of three (3) days per year. The obligation to repay shall be waived upon the member's severance from the school system.
- g. A member may withdraw membership from the Bank at any time but may not withdraw donated days.

- B. Bereavement Leave: Any support employee having a death in the family will receive full pay for up to four (4) days leave per occurrence in any contract year. The four (4) days bereavement leave are not automatically allowed when there is an eligible death. Only those days specifically required for attending, travel, and other obligations (including legal) which cannot be conducted at a time other than when the employee is required to be on the job will be allowed as bereavement leave. The employee may request additional bereavement leave due to a death in the family. The additional days will be deducted from the employee's sick leave. The family being considered as father, mother, sister, brother, wife, husband, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, grandmother, grandfather, grandchildren, niece or nephew. One bereavement day per year may be used for a friend or other relative not covered under this policy. (1993)
- C. Business Leave: Each employee of the Miami Public Schools will be granted, upon approval of the superintendent, three (3) days of personal business leave with full pay. Each employee's unused business leave will be added to his/her sick leave unless the employee notifies payroll by the end of his/her contracted hours to be paid \$20.00 for each personal day not used, up to a maximum of \$60.00, on the last paycheck of the year. Employees who, for whatever reason, do not complete the school year are not eligible for this payment. Business leave is defined as household, legal, or family business that cannot be conducted at a time other than when the employee is required to be on the job. Personal Business is not to be granted on a day immediately preceding or immediately following a holiday or vacation day. Exceptions to be granted by an immediate supervisor, with final approval by the Superintendent. (1993) Documentation may be required upon return to work. Abuse of business leave is grounds for dismissal. All part-time support employees business leave buy-back benefits will be prorated on the number of hours actually worked. (1995-96)
- D. Additional Personal Business Leave: Each full time twelve month support employee may be granted up to two (2) additional days of personal business leave each year, with approval by the Superintendent. With approval, the additional personal business days may be utilized by the employee as leave for inclement weather days if extraordinary conditions prohibit the employee from reporting to work. (2009-2010) (2010-2011) (2011-2012)
- E. Emergency Leave: Each support employee may be granted two (2) days non-cumulative emergency leave each year at full pay. (Emergency leave will be defined as the acts of the courts, natural disasters, and accidents, provided the emergency is not covered in another section of the personnel policy). Emergency leave must be approved by the administrator.
- The Superintendent may grant, upon request by employee, up to five (5) emergency days to be used in the event of partial or full day school closings due to inclement weather beyond the district's control. (2019-2020)
- F. Leave without Pay: An employee shall be allowed leave without pay upon request and with approval of that employee's supervisor and the board of education for a duration of not more than 12 months. An employee on leave without pay shall, at the end of such leave, be returned to that employee's position in the District prior to the leave. The employee shall retain his/her years of service. Acceptable reasons for leave shall be maternity, education, or medical. (1995-96)

- G. Jury Duty: The Board of Education will grant leave to any employee required to serve on a legally recognized jury. The employee will receive the difference in pay between his normal daily salary and the daily jury duty pay.

V. FRINGE BENEFITS

- A. Holidays: Twelve month employees will receive pay for 9 holidays, namely Independence Day, Labor Day, Thanksgiving Day and the Friday after, Christmas Day and one day, New Year's Eve Day, New Year's Day and Memorial Day. All other employees will receive pay for all holidays falling within the time limits when school is in session during that complete school year, namely, Labor Day, Thanksgiving Day and the Friday after, Christmas Day and one day, New Year's Eve Day, New Year's Day, and Memorial Day. (2017-2018)
All twelve month employees will receive one paid day off during Spring Break. (2016-2017)
- B. Vacations: After completion of the probationary period, all twelve-month employees will earn .84 days per month until July 1. After July 1, ten days per year vacation will be earned through the first ten years of continuous employment.
- Each subsequent year of vacation will be available July 1.
1. An employee, who has completed ten (10) to nineteen (19) years of continuous service with the Miami Public Schools, is eligible to receive three (3) weeks vacation (with no more than two (2) weeks vacation to be taken at one time). All vacation is to be scheduled with approval of supervisor. (Continuous service is defined as no separation in the employment by reason of the employee). (1989)
 2. An employee who has completed twenty (20) years of continuous service in the Miami Public Schools is eligible to receive four weeks vacation (with no more than two weeks vacation at one time.) All vacation to be scheduled with approval of supervisor. (Continuous service is defined as no separation in the employment by reason of the employee.) (1989)
 3. Vacation days do not accumulate beyond maximum earned any one year and are to be taken within one year of the close of the fiscal year in which they were earned.
 4. Vacation days may not be surrendered for cash or other consideration. (1983)
- C. Retirement:
1. Retirement benefits into Oklahoma Teachers Retirement System will be paid by the Board as a true fringe for all eligible support employees at 7% of all salary. (1997)
 2. Retirement Incentive Payment--
A support employee whose age plus years of service in Oklahoma Public Schools equal eighty (80) or more and who has not reached the age of sixty (60) before July 1 of the year in which he intends to retire will receive a retirement incentive payment according to the following schedule:

Skilled/Licensed	\$2,800.00
Maintenance/Custodial-full time	\$2,500.00
Maintenance/Custodial-part time	\$1,250.00
Kitchen Manager	\$1,310.00
Cook-full time	\$ 750.00
Cook-part time	\$ 540.00
Bus Driver	\$ 925.00
Teacher Assistant-full time	\$ 975.00
Teacher Assistant-part time	\$ 485.00
Secretary I-full time	\$1,860.00
Secretary I-part time	\$ 930.00
Secretary II	\$2,250.00
Support Management Staff	\$2,800.00
Central Office Support Staff	\$2,800.00

A support employee whose age plus years of service in Oklahoma Public Schools equal eighty (80) or more and who has not reached the age of sixty-one (61) before July 1 of the year in which he intends to retire will receive a retirement incentive payment according to the following schedule:

Skilled/Licensed	\$2,700.00
Maintenance/Custodial-full time	\$2,400.00
Maintenance/Custodial-part time	\$1,150.00
Kitchen Manager	\$1,210.00
Cook-full time	\$ 650.00
Cook-part time	\$ 440.00
Bus Driver	\$ 825.00
Teacher Assistant-full time	\$ 875.00
Teacher Assistant-part time	\$ 385.00
Secretary I-full time	\$1,760.00
Secretary I-part time	\$ 830.00
Secretary II	\$2,150.00
Support Management Staff	\$2,700.00
Central Office Support Staff	\$2,700.00

A support employee whose age plus years of service in Oklahoma Public Schools equal eighty (80) or more and who has not reached the age of sixty-two (62) before July 1 of the year in which he intends to retire will receive a retirement incentive payment according to the following schedule:

Skilled/Licensed	\$2,600.00
Maintenance/Custodial-full time	\$2,300.00
Maintenance/Custodial-part time	\$1,050.00
Kitchen Manager	\$1,110.00
Cook-full time	\$ 550.00
Cook-part time	\$ 340.00
Bus Driver	\$ 725.00
Teacher Assistant-full time	\$ 775.00
Teacher Assistant-part time	\$ 285.00
Secretary I-full time	\$1,660.00
Secretary I-part time	\$ 730.00

Secretary II	\$2,050.00
Support Management Staff	\$2,600.00
Central Office Support Staff	\$2,600.00

A minimum of ten (10) years of the support employees service must be in the Miami Public Schools.

Notification of intent to retire must be made to the Superintendent by the last day of the school year in which the support employee intends to retire.

After retirement and payment of the retirement incentive, the support employee may no longer be employed by the Miami Public Schools except as a substitute.

D. Insurance Benefit: The district will pay the following, with American Fidelity or a company to be selected by the board of education, for each full time employee: (1995-96)

\$58.00 if the employee elects to enroll with the Oklahoma State Group Health/Accident and Dental Program;

OR

\$58.00 fringe cash payment if the employee does not require health coverage.

E. Activity Pass: An activity pass to Miami Public Schools sports events shall be made available, on request, to each retired and active support member and one guest. This pass shall be valid for all Miami Public School sporting events and shall be non-transferable. (2000-01)

F. Support personnel who are required by the District to have a cell phone while on duty will be reimbursed by the District at the rate of twenty-five dollars (\$25) per month for full-time employment (6 hours or more per day for at least 172 days per year), and \$12.50 per month for part-time employment (4 hours or less per day for at least 172 days per year). (2012-2013) Employees who are required to have the cell phone will be notified by their supervisor and will be expected to sign an agreement outlining conditions for the payment. (2007-2008)

G. Add: Non-Salary, Non-Benefit Stipend

For the 2022-2023 contract year, the Board may award a one-time non-salary, non-benefit stipend if the deem funds are available. Board representatives will meet with MESPA representatives prior to the enactment of a one-time stipend to discuss the conditions and procedures for the stipend and draft a tentative statement of agreement. The meeting will take place by November 15. If authorized, the Board shall determine the amount of the stipend and the procedures for payment.

VI. COMPENSATION

22-23 Salary Schedule for Support Staff

Years	Skilled/		Food		Tea/Lib		
	Licensed	Maint	Custodial	Service	Asst	Sec 1	Sec II
0	12.79	11.70	10.13	9.90	10.83	11.67	11.85
1	12.96	11.85	10.95	10.25	11.08	11.77	11.97
2	13.13	12.14	11.05	10.60	11.21	11.87	12.07
3	13.23	12.23	11.15	10.66	11.31	11.97	12.17
4	13.38	12.35	11.26	10.71	11.48	12.07	12.39
5	13.51	12.47	11.38	10.82	11.54	12.25	12.59
6	13.66	12.51	11.48	10.98	11.64	12.30	12.70
7	13.79	12.74	11.57	11.03	11.74	12.41	12.75
8	13.93	12.88	11.65	11.06	11.81	12.52	13.10
9	14.07	13.01	11.73	11.13	11.91	12.64	13.16
10	14.21	13.14	11.81	11.18	11.94	12.74	13.26
11	14.35	13.27	11.90	11.23	11.96	12.84	13.38
12	14.52	13.41	11.98	11.29	12.00	12.94	13.48
13	14.63	13.44	12.05	11.35	12.04	13.04	13.58
14	14.77	13.58	12.15	11.39	12.10	13.16	13.68
15	14.90	13.80	12.22	11.44	12.18	13.29	13.78
16	15.05	13.94	12.31	11.50	12.20	13.39	13.88
17	15.18	14.07	12.39	11.54	12.29	13.49	13.98
18	15.33	14.21	12.47	11.65	12.34	13.59	14.19
19	15.46	14.33	12.55	11.70	12.44	13.69	14.29
20	15.60	14.47	12.64	11.75	12.54	13.79	14.40
21	15.74	14.60	12.72	11.90	12.64	13.89	14.50
22	15.87	14.74	12.80	12.06	12.74	13.99	14.60
23	16.01	14.87	12.88	12.16	12.84	14.19	14.70
24	16.14	15.00	12.96	12.26	12.94	14.29	14.80
25	16.27	15.25	13.04	12.36	13.04	14.39	14.90
26	16.37	15.50	13.12	12.46	13.10	14.49	15.31
27	16.47	15.75	13.20	12.56	13.15	14.59	15.51
28	16.57	15.85	13.30	12.66	13.25	14.69	15.61
		Kitchen Managers		13.66			

- B. Off-scale support personnel will receive a two hundred (\$200.00) dollar stipend for the 2017-18 contract year. (2011-2012) (2012-2013) (2014-2015) (2015-2016) (2016-2017) (2017-2018)
- C. Central Office Support Staff will no longer be part of the MESPA Agreement terms and guidelines. (2017-2018)
- D. KITCHEN MANAGER--Top Food Service Step + 1.00

E. Longevity Stipend: Full-time Support Personnel will receive the following stipend in December:
(2019-2020)

4-5 years	\$100.00
6-10 years	\$250.00
11-15 years	\$500.00
16-20 years	\$750.00
21 years +	\$1,000.00

F. BUS DRIVER (2016-17) (2017-2018) (2019-2020)

**D. Bus Drivers
(2021-2022)**

0 Yrs Exp	16.75
1 Yrs Exp	17.90
2 Yrs Exp	19.00
3 Yrs Exp	20.20
4 Yrs Exp	21.30
5 Yrs Exp	22.90
Activity Trips	11.00
Substitute Drivers	10.50

G. Handicapped Bus Assistant--Paid at Teacher Assistant rate.

H. Substitute Pay Scale (2012-13)

Food Service	7.25
Maintenance/Custodian	7.25
Teacher Assistant	7.25
Secretary I	7.25
Secretary II	7.25
Central Office Support Staff	8.01
Skilled/Licensed	8.76

I. Work Days, Holidays:

See Appendix A

**Work days contingent upon days school is in session
per Board Approved School Calendar**

Holidays for Ten-Month Employees (2021-2022)

Labor Day(1)
Thanksgiving Day/Day After (2)
Christmas and One Day (2)
New Year's Eve Day/New Year's Day (2)
Memorial Day (1)-if school is in session

HOLIDAYS FOR TWELVE MONTH EMPLOYEES

Custodians, Maintenance, Skilled/Licensed, and Secretary III -- 12 Month Employees

Independence Day(1)
Labor Day (1)
Thanksgiving Day/Day After (2)
Christmas and One Day (2)
New Years' Eve Day/New Year's Day (2)
Memorial Day (1)
(2017-2018)

**** NOTE: All twelve month employees will receive one paid day off during Spring Break.
(2016-2017)

NOTE: If an employee has asked to take **compensatory time** in lieu of overtime pay, the employee and his supervisor shall jointly determine when compensatory time will be taken within 180 days following the day on which it was accrued, provided the taking of the compensatory time does not unduly impact operations or the health and safety of the public, or endanger public property. If a time cannot be agreed upon by the employee and supervisor, the employee shall be paid the overtime due. (1998) (2014-15)

Leave: (2021-2022)

A. Maternity/Adoption Leave- The first five days of maternity/adoption leave will be paid by Miami Public Schools at the cost of a substitute. After those five (5) days, the employee's sick days will be used according to the negotiated agreement. To be eligible for the leave, employees must have been employed by the district for a minimum of two (2) years.

J. Transportation:

1. A seniority list of all drivers will be posted in the Transportation Office at the Bus Barn and be kept current. (2017-2018)
2. All vacant regular bus routes may be filled by the senior bus driving employee requesting that vacant route. If not, the reason will be submitted in writing as to why he/she was not given the route. (2017-2018)
3. An activity trip schedule will be kept by the Transportation/Maintenance Secretary for all trips. Trips will be offered in order of seniority to any driver desiring said trip, unled that person has accepted another commitment and/or duties. Trips will continue on a rotating basis as trips are scheduled. If a driver refuses a trip then his/her name will be moved to the bottom bottom of the rotating schedule until such time that his/her name comes up again. If no regular bus drivers are available for a trip, due to refusal or extra duties, the activity trip will be offered to an employee with appropriate driving credentials. If the Transportation Director or his designee feels that any driver is not qualified for extra

trips, he/she is to make a written report to the main office stating the reason. (1995-96)
(2017-2018)

4. Miami Public Schools will pay a new bus driver activity trip wages for the purpose of learning the bus route. This will be held to a minimum of 2 trips in the morning and 2 trips in the afternoon on each new route learned. (2017-2018)
 5. Miami Public Schools will pay a new regular driver \$10.00 per night while attending mandatory bus driver training school. He will be paid this sum if he is still driving at the end of the school year. (2017-2018)
 6. If for any reason a driver misses one or both of his/her regular routes to go on a trip, the time missed on their route will be paid at their regular driver rate. (2017-2018)
 7. Miami Public Schools will pay the drivers of activity trips the regular wage from 15 minutes prior to departure until return to the bus yard. If for any reason an overnight trip is taken the actual hours of sleep per night will be paid at the rate of \$1.35 per hour.
 8. If an activity bus trip is cancelled with 24 hours or less notice, the bus driver will be paid a minimum of three (3) hours for such cancelled trip. (2005-2006) If a trip is cancelled with more than 24 hours notice, no minimum pay is required, unless school is cancelled that day or otherwise instructed by Superintendent. (2017-2018)
- K. Cafeteria Employees: All cafeteria employees attending required workshops will be paid for the full number of hours attended. (1998) (2009-10) (2013-2014) (2014-15)
- L. Conference/Workshop Attendance: Any employee requesting to attend a conference or workshop relating to his craft or position will be allowed to do so with full pay. This request will be proposed by an MESPA committee and approved by the Superintendent. With pre-approval, employees requiring a permit/license or continuing education for their craft will be reimbursed for fees to obtain their permit/license or continuing education.
- M. Reimbursement: Reimbursement payments to staff members for expenses incurred for official duties, approved by the Miami Public Schools administration, shall be made twice each month. Dates for processing shall be established each year by both parties to this agreement. Expenses shall be processed upon the turning in of receipts to the business office.
- N. Meal Reimbursement: Bus drivers on out of town trips may elect to be reimbursed for their meals on the following schedule. All activity trip drivers must submit expense receipts to be reimbursed. (1995-96)

Time out of town	Reimbursement
24 hours	\$23.00
12 hours	\$18.00
6 hours	\$10.00**

*If activity trip occurs during meal time, for example 12:00 to 1:00 or 5:00 to 6:00, meal will be reimbursed.

**\$10.00 if for evening meal

- O. Overtime: Those employees who are not exempt from overtime, will be paid one and one-half times their hourly rate for work exceeding the 40 hour work week.
- P. Pay Period: Twelve month employees shall be paid on the 20th of the month, all other employees shall be paid on the 1st business day of the month.
- Q. Anniversary Employee Recognition: Support employees who celebrate a 5, 10, 15, or 20 year continuous employment anniversary with the Miami School District shall receive a recognition day off with pay during the milestone year. The extra day off is not to accumulate to the next milestone date or be turned in for compensation and must be used during the regular student academic year. Also, the day cannot be used during the first or last two weeks of the school year or the day before or after a regularly-scheduled school holiday. The employee will clear the day off with his/her supervisor at least one week prior to using his/her recognition day.

VII. SAVINGS CLAUSE

If any article or part of an agreement which has been negotiated between the MESPA and the Board is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part is judged by a court of law not to be within the powers or jurisdiction of the Board of Education, the remainder of the agreement shall not be affected. The parties shall subsequently enter into negotiations for the purposes of arriving at a mutually satisfactory replacement for such article or part. (1983)

PROCEDURAL AGREEMENT BY AND BETWEEN THE MIAMI BOARD OF EDUCATION AND THE MIAMI EDUCATION SUPPORT PERSONNEL ASSOCIATION

The Miami Board of Education (hereinafter referred to as Board) and the Miami Education Support Personnel Association (hereinafter referred to as Organization) hereby enter into the following agreement regarding negotiations:

- A. RECOGNITION: The "Organization", having been certified to the "Board" as having the majority vote in the May 10, 1988 election, is hereby recognized as the bargaining agent for all support employees of the District as provided in 70 Oklahoma Statutes § 509.1-509.10. This recognition to remain in effect until such time as the "Organization" is defeated in an election. 70 O.S. 1981 509.2(8). No challenge may be made prior to any February more than two (2) years after recognition by the Board on May 10, 1988.
- B. INDIVIDUAL RIGHTS: Support Employees as defined in 70 O.S. 1981 }509.1-509.10 have the right to join and participate in and support the "Organization" as well as to refrain from such activities. No support employee shall be discriminated against by the Board or any administrative officer of the District because of his membership, participation, support or nonmembership, participation or support of the "Organization". The "Organization" shall not discriminate against any support employee within the bargaining unit based upon the payment or nonpayment of dues.
- C. SCOPE OF BARGAINING: The scope of bargaining shall include wages, hours, fringe benefits and other terms and conditions of employment. There shall be no negotiations on inherent managerial policy. "Board" and "Organization" shall abide by all applicable state and

federal statutes, rules and regulations. This agreement shall not abrogate, limit or restrict the legal rights, obligations and powers of the Board, including its power to make policy.

- D. All negotiations shall take place exclusively between the designated representatives of the parties. Negotiations shall be conducted in closed sessions, involving only the "Board Negotiating Team" and the "Organization Negotiating Team"; provided, that the Chief Spokesperson of either team may invite up to three (3) guests each for observation purposes. The term "guests" is restricted to those persons who are invited to provide consultative services to their respective teams or are requested to provide information to the body.

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

- E. OPENING NEGOTIATIONS: Upon request of the organization to commence negotiations, a mutually acceptable meeting date shall be set no more than twenty (20) calendar days following such request. All "Organization" proposals for negotiations shall be presented in writing at the time that the request for negotiations is made. All "Board" proposals for negotiations shall be presented in writing at the first meeting. All meetings shall be held outside the regular work hours at times and places mutually agreed to and shall not exceed two (2) hours unless extended by mutual agreement.

- F. THE AGREEMENT: When agreement is reached between the negotiating teams on all proposals, the proposed agreement shall be reduced to writing and submitted first to all support employees of the District for ratification. After ratification by the support employees, the agreement shall be submitted to the Board's spokesperson who shall make all recommendations and presentations to the "Board", if at all possible, at the next Board meeting. If approved by the Board, the terms of the agreement, or the parts jointly ratified, shall be implemented.

- G. FACT FINDING: Time limits set forth herein may be extended by mutual agreement of the parties.

If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member fact-finding committee. This committee shall consist of:

1. One member who shall be selected by the representatives of the organization within five (5) days after the reaching of impasse;
2. One member who shall be selected by the local board of education within five (5) days after the reaching of impasse;
3. Beginning July 1, 1993, one member who shall serve as chairperson of the committee and shall be selected as follows:
 - a. The State Board of Education shall appoint as fact-finders not less than twenty nor more than thirty persons to be placed on the State Superintendent's list of fact-finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management,

dispute resolution and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact-finder;

- b. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact-finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees;
- c. Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact-finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact-finder from the five names;
- d. It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph;
- e. Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the board and for the organization shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee;
- f. The chairman shall convene the committee for fact-finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local board and to the organization;
- g. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the board and for the organization. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

- h. The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction, in writing, its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.
(1993-94)

H. **NO STRIKE PLEDGE:** The procedure provided for herein for resolving impasse shall be the exclusive recourse of the "Organization". It shall be illegal for the "Organization" to strike or threaten to strike as a means of resolving differences with the Board of Education. Any member of an organization engaging a strike shall be denied the full amount of his wages during the period of such violation. If the "Organization" or its members engage in a strike, then the "Organization" shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with such "Organization" or its representatives.

I. **DEFINITIONS:**

- (1) A full time employee refers to any Support Employee who renders services to the school district based upon the standard period of labor which is customarily understood to constitute full-time employment for the type of services rendered to the school district.
- (2) **Inherent Managerial Policy:** The term "inherent managerial policy" shall include, but not be limited to, programs, facilities, job descriptions, organizational structure, selection of personnel, assignment, equipment and supplies, budgetary matters and expenditures other than wages and fringe benefits; and standards of service.
- (3) **Terms and Conditions of Employment:** The phrase "terms and conditions of employment" shall include, but not be limited to, procedures for disciplinary action, termination, demotion, suspension or non-renewal, fringe benefits, wages, access to personnel files and notice.
- (4) **Ratification:** Each committee recognizes that negotiated agreements are subject to approval by both the "Organization" and the "Board". Ratification by the "Organization" is defined as that point when the "Organization" president provides the "Board" with written notice that the total package has been agreed to by a majority of the support employees voting. Ratification by the "Board" is defined as that "Board" action which, by official public vote, approves the total package by entering such approval vote into the official Board minutes.

J. **PROCEDURAL AGREEMENT STATUS:** This agreement, when adopted and signed by both parties, shall remain in effect for an indefinite period of time and either party desiring changes in this agreement shall notify the other party in writing. These changes shall be negotiated during the next scheduled meeting. Any changes in this agreement will be made through negotiated agreement. This document becomes the Procedural Agreement for all "Organization" members of the Miami School District and for the Miami School District #1023.

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

WITNESS OUR HANDS this 9th day of August, 2022.



Superintendent of Schools



Organization President

ADOPTED by the Board of Education: August 9th 2022
Month Date Year



2116 Rockdale Blvd.
Miami, Oklahoma 74354
918-542-8455
miami.k12.ok.us

Appendix A

Support Staff Hours for SY 22-23



Paraprofessionals

7.5 hours per day

Total hours: 1282.50

7 holidays 52.50

1230 hours to work = 164 days

Aides will work 161 school days with students + 3 days additional

Monthly totals to meet days requirement:

	Hours Worked	Holiday Hours	Totals
Aug - 10 days	75 hours		75 hours total
Sep - 20 days	150 hours	7.5 hours	232.5 hours total
Oct - 16 days	120 hours		352.5 hours total
Nov - 17 days	127.5 hours	15 hours	495 hours total
Dec - 12 days	90 hours	15 hours	600 hours total
Jan - 18 days	135 hours	15 hours	750 hours total
Feb - 19 days	142.5 hours		892.5 hours total
Mar - 18 days	135 hours		1027.5 hours total
Apr - 19 days	142.5 hours		1170 hours total
May - 12 days	90 hours		1260 hours total

3 additional days at Principal discretion 22.5 hours **1282.50 hours total**

*Currently virtual days are included in the above totals but administration can use those days in other ways if necessary.



Secretary 1

8 hours per day

Total hours: 1448

7 holidays: 56 hours

1392 hours to work = 174 days

Secretary 1 will work 161 school days with students + 13 days additional

Monthly totals to meet days requirement:

	Hours Worked	Holiday Hours	Totals
Aug - 10 days	80 hours		80 hours total
Sep - 20 days	160 hours	8 hours	248 hours total
Oct - 16 days	128 hours		376 hours total
Nov - 17 days	136 hours	16 hours	528 hours total
Dec - 12 days	96 hours	16 hours	640 hours total
Jan - 18 days	144 hours	16 hours	800 hours total
Feb - 19 days	152 hours		952 hours total
Mar - 18 days	144 hours		1096 hours total
Apr - 19 days	152 hours		1248 hours total
May - 12 days	96 hours		1344 hours total

13 additional days at principal discretion 104 hours **1448 hours total**

*Currently virtual days are included in the above totals but administration can use those days in other ways if necessary.



Secretary 2

8 hours per day

Total hours: 1528

8 holidays: 64 hours

1464 hours to work = 183 days

Secretary 2 will work 161 school days with students + 22 days additional

Monthly totals to meet days requirement:

	Hours Worked	Holiday Hours	Totals
Aug - 10 days	80 hours		80 hours total
Sep - 20 days	160 hours	8 hours	248 hours total
Oct - 16 days	128 hours		376 hours total
Nov - 17 days	136 hours	16 hours	528 hours total
Dec - 12 days	96 hours	16 hours	640 hours total
Jan - 18 days	144 hours	16 hours	800 hours total
Feb - 19 days	152 hours	952 hours total	
Mar - 18 days	144 hours	1096 hours total	
Apr - 19 days	152 hours	1248 hours total	
May - 12 days	96 hours	8 hours	1352 hours total
22 additional days at principal discretion:		176 hours	1528 hours total

*Currently virtual days are included in the above totals but administration can use those days in other ways if necessary.



Cafeteria Managers

7.5 hours per day

Total hours: 1260

7 holidays: 52.50 hours

1207.5 hours to work 161 Days

Cafeteria Managers will work 158 school days with students + 3 days additional

Monthly totals to meet days requirement:

	Hours Worked	Holiday Hours	Totals
Aug - 10 days	75 hours		75 total hours
Sep - 20 days	150 hours	7.5 hours	232.5 total hours
Oct - 16 days	120 hours		352.5 total hours
Nov - 16 days	120 hours	15 hours	487.5 total hours
Dec - 11 days	82.5 hours	15 hours	585 total hours
Jan - 17 days	127.5 hours	15 hours	727.5 total hours
Feb - 19 days	142.5 hours		870 total hours
Mar - 18 days	135 hours		1005 total hours
Apr - 19 days	142.5 hours		1147.5 total hours
May - 12 days	90 hours		1237.5 total hours

3 additional days at principal/OPAA! director discretion 22.5 hours 1260 hours total



6.75 Hour Cafeteria Staff

6.75 hours per day

Total hours: 1134

7 holidays: 47.25 hours

1086.75 hours to work 161 Days

Cooks will work 158 school days with students + 3 days additional

Monthly totals to meet days requirement:

	Hours Worked	Vacation Hours	Totals
Aug - 10 days	67.5 hours		67.5 total hours
Sep - 20 days	135 hours	6.75 hours	209.25 total hours
Oct - 16 days	108 hours		317.25 total hours
Nov - 16 days	108 hours	13.5 hours	438.75 total hours
Dec - 11 days	74.25 hours	13.5 hours	526.5 total hours
Jan - 17 days	114.75 hours	13.5 hours	654.75 total hours
Feb - 19 days	128.25 hours		783 total hours
Mar - 18 days	121.5 hours		904.5 total hours
Apr - 19 days	128.25 hours		1032.75 total hours
May - 12 days	81 hours		1113.75 total hours

3 additional days at principal/OPAA! director discretion 20.25 hours **1134 hours total**



6.5 Hour Cafeteria Staff

6.5 hours per day

Total hours: 1092

7 holidays: 45.5 hours

1046.5 hours to work 161 Days

Cooks will work 158 school days with students + 3 days additional

Monthly totals to meet days requirement:

	Hours Worked	Vacation Hours	Totals
Aug - 10 days	65 hours		65 total hours
Sep - 20 days	130 hours	6.5 hours	201.5 total hours
Oct - 16 days	104 hours		305.5 total hours
Nov - 16 days	104 hours	13 hours	422.5 total hours
Dec - 11 days	71.5 hours	13 hours	507 total hours
Jan - 17 days	110.5 hours	13 hours	630.5 total hours
Feb - 19 days	123.5 hours		754 total hours
Mar - 18 days	117 hours		871 total hours
Apr - 19 days	123.5 hours		994.5 total hours
May - 12 days	78 hours		1072.5 total hours
3 additional days at principal/OPAA! director discretion		19.5 hours	1092 hours total



Bus Drivers

3 hours per day

Total hours: 495

7 holidays 21

474 hours to work = 158 days

Drivers will work 158 school days with students (will not work 3 virtual days)

Monthly totals to meet days requirement:

	Hours Worked	Holiday Hours	Totals
Aug - 10 days	30 hours		30 total hours
Sep - 20 days	60 hours	3 hours	93 total hours
Oct - 16 days	48 hours		141 total hours
Nov - 16 days	48 hours	6 hours	195 total hours
Dec - 11 days	33 hours	6 hours	234 total hours
Jan - 17 days	51 hours	6 hours	291 total hours
Feb - 19 days	57 hours		348 total hours
Mar - 18 days	54 hours		402 total hours
Apr - 19 days	57 hours		459 total hours
May - 12 days	36 hours		495 total hours

