

# **NEGOTIATED AGREEMENT FOR 2016-2017**

## **ARTICLE I - GENERAL CONDITIONS OF EMPLOYMENT**

### **SECTION 1 - TEACHER WORK DAY**

The teacher workday will begin at 7:40 a.m. and end at 3:30 p.m. However, meetings and/or conferences required by the administration may extend beyond the teacher workday limits without being in violation of the agreement.

Administration will notify the teachers at least two (2) days in advance of any meeting and/or conferences that will extend beyond the teacher work day, except for emergencies or unusual circumstances.

### **SECTION 2 - PREPARATION TIME**

- A. Classroom teachers in grades six (6) through twelve (12) shall be scheduled for one duty-free class period each day as preparation time.
- B. Classroom teachers in grades Kindergarten (K) through five (5) shall be scheduled for duty-free planning time whenever their classes are under the supervision of teachers for special activities, but in no case less than twenty-five (25) consecutive minutes per day during special activities supervision.
- C. Normally, teachers will not be required to forfeit planning time; however, when deemed necessary by the principal, teachers may be requested to forego planning time to accept responsibilities related to the school. The forfeiture of planning time will be done on a rotating and equitable basis.

### **SECTION 3 - NON-CLASSROOM DUTIES**

- A. Non-classroom duties during the workday will be assigned by the principal on a rotating, equitable basis.
- B. Non-classroom duties outside the workday will be filled by certified staff members on a volunteer basis for football and basketball gate duty. If a sufficient number of volunteers is not secured, the Principal shall assign the duty on a rotating, equitable basis not to exceed two (2) gate duties for each certified staff member.

## **SECTION 4 - VACANCIES AND TRANSFERS**

### **A. Assignments**

1. Teachers shall be notified of their tentative teaching assignment for the ensuing year by July 1, if possible.
2. If a change is made in the tentative assignment, a conference will be held with the teacher within ten (10) days of the decision.

### **B. Vacancies**

1. Vacancies of all teaching and promotional positions shall be posted on the faculty bulletin board at each school at least two (2) weeks prior to the filling of the vacancy. Vacancy postings will be accompanied by job descriptions whenever applicable.
2. During the months of June, July, and August, the vacancies will be posted in the Superintendent's office and will be sent to any employee who so requests and gives the office a stamped self-addressed envelope to be so notified.

### **C. Transfers**

#### **1. Voluntary**

- a. Requests for transfer shall be made in writing to the Superintendent within five (5) days after the vacancy posting.
- b. All qualified teachers will be considered for transfer before outside applicants are considered.
- c. If a request for transfer is denied, a conference will be held between the teacher and the Superintendent to explain the denial.

#### **2. Involuntary**

- a. If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the Superintendent.
- b. If the teacher objects to the transfer, the teacher may make a written response and shall receive a written response as to the reason for such transfer.

## **SECTION 5 - TEACHING FACILITIES**

- A. The Board agrees to maintain health and safety conditions at each school in compliance with applicable statutes and/or regulations.
- B. The Board shall continue in their efforts to provide adequate teaching facilities.
- C. The Board shall provide teachers in each building with a phone on which to confer with parents and on which to conduct business that must be conducted within the hours of the school day.

## **SECTION 6 - PERSONNEL FILES**

- A. A personnel file for each teacher shall be maintained in the office of the Superintendent and the office of the Principal. Information from sources other than personnel files shall not be used in any action that may adversely affect the teacher's employment status.
- B. Material that may adversely affect a teacher's employment status shall not be placed in a teacher's files until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher's signature shall merely signify that the teacher has read the material to be filed and does not necessarily indicate agreement with the content.

The teacher shall receive one (1) copy of said material at no cost, at the time the teacher signs the material. Additional copies will be supplied to the teacher with the teacher paying the cost of reproduction.

- C. A teacher shall have the right to make a written response and have such response attached to any material in his/her file within ten days after viewing such material.
- D. A teacher may view his/her files during normal business hours. Upon written authorization of the teacher, a representative of the teacher's own choosing may view the teacher's files.
- E. Anonymous allegations and/or hearsay material shall not be placed in a teacher's files.
- F. Upon mutual agreement of the teacher and Superintendent, material of a disciplinary nature shall be removed from the files.
- G. Each file shall contain a log recording the names of those persons viewing the teacher's files and the dates of such review.

## **SECTION 7 - EVALUATIONS**

### **A. General Provisions**

1. The primary purpose of personnel evaluation shall be for the improvement of instruction.
2. Personnel evaluation shall be a positive, developmental, and continuous process consistent with the provisions set forth herein.
3. All formal monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
4. Informal observation resulting in a negative evaluation shall be brought to the teacher's attention immediately.
5. The Tulsa Model will serve as the Teacher Leader Evaluation system.

### **B. Responsibility for Evaluations**

1. Personnel designated by the Board to conduct personnel evaluations shall be required to participate in training conducted by State Department of Education.
2. Within each school building, the assigned building administrator shall be responsible for the evaluation of employees assigned to that school building.
3. For purposes of the Article it is understood and agreed that the term "building administrator" and/or "immediate supervisor" shall mean a principal or the person designated by the Superintendent as the evaluator of a particular employee. Such designee must by law hold an administrators certificate.
4. Dual assignment employees will be evaluated by administrators with whom the employee has major assignment.
5. As soon as possible in the school year, the designated administrator will hold a meeting to acquaint all teachers with evaluation procedure of Healdton schools.

### **C. Frequency of Evaluations**

1. Probationary teachers in the first three (3) consecutive school years shall be evaluated at least twice annually, once prior to November 15th and again prior to February 10th.

2. Career teachers shall be evaluated at least once annually no later than February 10th.

D. Evaluation Criteria

1. Criteria used in the evaluation of a teacher shall be based upon the *Minimum Criteria for Effective Teaching Performance* as adopted by the Oklahoma State Board of Education. (See Appendix)
2. Results of standardized tests shall not be used in the evaluation of a teacher.
3. Any complaint made against a teacher by any parent, student, or other person which does or may influence in any manner evaluation of the teacher shall be promptly called to the attention of the teacher and the teacher shall be afforded the opportunity to answer or rebut such complaint.
4. The evaluation of any teacher assigned to more than one academic area shall include the primary work assignment.
5. Evaluation of performance shall not be based upon lawful, non-school related personal activities that have no impact upon the teacher's effectiveness in his/her assignment.
6. Any disciplinary action, termination, or non-renewal of a teacher shall be subject to applicable Oklahoma Statutes.

E. Process of Evaluation

1. The process of evaluation shall include observations of the work of the teacher by the evaluator.
2. Observation Procedures
  - a. **Classroom Observation:** At least one (1) observation shall be required in the evaluation of all teachers. Such observation shall be a minimum of thirty (30) minutes duration. Teachers shall not be evaluated in unobserved criteria.
  - b. Teachers will be given at least one day's advance notice of formal observations. A pre-conference will be held with the principal prior to the formal observation.

### 3. Evaluation Conference

An Evaluation Report and Recommendation shall be prepared by the evaluator following the completion of the process described herein and in accordance with time lines prescribed herein.

- a. An evaluation conference will be held within ten (10) working days of the scheduled observation unless postponed by mutual agreement.
- b. The evaluation conference will be scheduled so that evaluator and teacher can review the entire instrument together. At the beginning of the evaluation conference a true copy of the evaluation tool shall be presented to the teacher for his/her files.
- c. The teacher shall acknowledge such evaluation by his/her signature on the evaluation report.
- d. Within ten (10) working days of the evaluation conference and receipt of the Evaluation Report and Recommendation, the teacher may make a written response to the evaluation and said response shall be made a part of the evaluation record.
- e. One (1) copy of the finalized Evaluation Report and Recommendation signed by the evaluator and the teacher shall be retained by the teacher, and two (2) copies shall be retained for the employer for placement in the teacher's personnel files.

### 4. Plan of Improvement

- a. If a plan for improvement is recommended by the evaluator, such written plan shall be developed by the evaluator and the teacher within ten (10) working days, if it is not developed at the time of the conference. Such plan shall include specific suggestions and recommendation for increasing the quality of the teacher's performance.
- b. If additional observations are deemed necessary, an evaluation conference shall include specific suggestions and recommendations for increasing the quality of the teacher's performance.
- c. The evaluation report of the teacher's plan for improvement shall be attached to the original evaluation report and placed in the teacher's

personnel files.

## **SECTION 8 - REDUCTION IN FORCE**

### **A. General**

1. Reasons for a Reduction in Force. Any teacher in the district may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
2. Definitions. For the purpose of this section, the following terms have the stated meanings:
  - a. “Financial necessity” means a reduction in the District’s financial resources that in the sole judgment of the board of education will result in a reduction in the District’s current or future operating budget.
  - b. “Program change” means any elimination, curtailment or reorganization of a curricular instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or districts.
  - c. “Declining enrollment” means a decrease in the District’s total enrollment or enrollment in a particular program or curricular/instructional offering which in the sole judgment of the board of education may adversely affect the District’s current or future funding and/or the necessity of maintaining certain current or future class sections or curricular/instructional offerings.

In the event it becomes necessary to reduce the number of certified personnel, the reduction in force (RIF) shall be accomplished first by attrition or by early retirement, if the Board decides to authorize early retirement.

### **B. If attrition and/or early retirement, if authorized, fail to accomplish the necessary reduction, the following procedures take effect:**

1. Probationary teachers shall be terminated first.
2. A career teacher whose evaluations indicate **effective** teaching competence may not be dismissed while a probationary teacher is retained in a position, which the career teacher is qualified by certification to fill.
3. If a career teacher whose evaluations indicate **effective** teaching competence is

qualified for certification in a position held by a probationary teacher but does not have the necessary certification, such career teacher must apply for the necessary certification within fifteen (15) days after being informed that the probationary teacher may be retained, or the career teacher shall be deemed to have refused the offer of continued employment with the district and shall be terminated. Such application for certification with the State Department of Education is to be made through the Superintendent's office.

4. In the event that two or more career teachers with equal number of years experience in the Healdton Public Schools are eligible for the same position, the evaluation scores for the current and prior years shall be considered in the selection process.

### C. "Bumping Rights"

1. Only those teachers who have an average three year ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
2. In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured to the nearest hundredth of a decimal point.
3. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control bumping:
  - a. Seniority in the District.
  - b. The number of certifications held.
  - c. Total years of teaching experience.

### D. Criteria for Non-reemployment of Teachers in Affected Positions.

1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the

teachers in the affected positions are identical then the following, in this order, shall control:

- a. Seniority in the District determined by consecutive years.
- b. The number of certifications held.
- c. Total years of teaching experience.

E. Recall

1. Career and probationary teachers who are released because of reduction in force will have priority for one (1) year after the reduction date in filling vacancies for which they are certified and qualified, and have teaching experience of at least two (2) semesters or continuing education of at least five (5) credit hours within the last five (5) years, or seventy-five (75) hours staff development points.
2. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an “eligible teacher”, for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent / superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.
3. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses / phone numbers up-to-date with the Superintendent’s Office of the District. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
4. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year

shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status. Reinstated teachers shall be returned to former or comparable positions and shall retain all rights under this contract and state law including, but not limited to: salary, placement, tenure, and leaves.

## **SECTION 9 - RIGHT TO REPRESENTATION**

During a disciplinary conference, the teacher shall have the right to have a witness present at the conference or to secure a witness during such conference.

## **SECTION 10 - CLASS SIZE**

The Board agrees to abide by the State laws and penalties related to class size.

## **SECTION 11 - EMERGENCY SCHOOL CLOSINGS**

- A. When in the opinion of the Superintendent it is advisable to close the Healdton Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.
- B. If the closing of school results in the loss of a student class day or a portion of a student class day and that day is not made up, teachers shall not be required to make up or lose pay or leave as a result.

## **SECTION 12 - OPEN CAMPUS**

- A. A teacher will be allowed to leave campus during his/her lunch period if not directly supervising students.
- B. A teacher will be allowed to leave campus during his/her preparation period to attend to business, which cannot be handled outside regular school hours upon approval of the principal or his/her designee.

## **SECTION 13 - ACCESS TO BUILDINGS**

- A. Each teacher shall be supplied with keys to his/her assigned classroom, as well as other keys necessary to fulfill specific job responsibilities.
- B. A teacher who needs access to the building may check out a key from his/her principal.

## **SECTION 15 - PROFESSIONAL DEVELOPMENT**

A majority of the members of the professional development committee shall be classroom teachers. The teacher members shall be proposed by the Association and selected by the Board. The Professional Development Chairperson shall be chosen by the Professional Development Committee.

## **SECTION 16 - TEACHER REFERENCE MATERIALS**

- A. At the beginning of each school year, teachers shall be supplied with the following reference materials:
  - 1. Negotiated Agreement
  - 2. Teacher Handbook
  - 3. Student Handbook
  
- B. Teachers shall be provided with access to the Board Policy Manual. Copies of the manual will be maintained in the principal's office, in the media center at each school, by an Association Building Representative at each school, and by the Association President.

## **SECTION 17 - ACTIVITY SPONSORSHIPS**

- A. Activity Sponsorships will be filled by acceptable volunteers whenever possible.
- B. If a sufficient number of acceptable volunteers is not secured, the principal shall assign a sponsor for a one (1) year sponsorship on a rotating equitable basis.

## **SECTION 18 - SCHOOL EVENT PASSES**

Teachers shall be provided with a school event pass. The event pass will entitle the teacher and the teacher's spouse and dependent children to free admission to all school events.

## **SECTION 19 - WORKERS' COMPENSATION**

The Healdton Schools will conform to Oklahoma State statute by covering all teachers under Workers' Compensation Program.

## **SECTION 20 - UNEMPLOYMENT COMPENSATION**

The Healdton Schools will conform to Oklahoma State statute by covering all teachers under the Unemployment Compensation Program.

## **SECTION 21 - TORT LIABILITY**

The Healdton Schools will conform to Oklahoma State statute by covering all teachers under the "Tort Liability" acts.

## **SECTION 22 - TEACHING SUPPLIES**

At the end of each school year each teacher shall turn in the following requisitions:

- A. One requisition listing all academic needs including textbooks, workbooks, resource books, equipment, furniture, and replacements for consumable student materials.
- B. One requisition listing, in priority order, classroom supplies needed to enhance student learning and classroom teaching.
- C. Board will determine what to purchase on priority basis.

## **SECTION 23 - STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS**

The Standards of Conduct for the teachers shall be the standards adopted by the State Board of Education.

## ARTICLE II - GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violation by the grievant.

### B. DEFINITIONS

1. A “grievance” is a claim by a teacher, or teachers that there has been a violation, misinterpretation, or misapplication of the terms of this negotiated agreement that has affected that teacher or teachers.
2. The “grievant” is the teacher, or teachers, making the claim.
3. The “Party in Interest” is the teacher, or teachers, making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Days” except when otherwise indicated shall mean working days.

### C. PROCEDURE

1. Level I
  - a. A teacher with a grievance shall first discuss the grievance individually with the principal within (10) days of the awareness of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.
2. Level II
  - a. If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may file the grievance within five (5) days of the Level I response with the principal or his/her designee citing the article and section alleged to have been violated and the specific remedy sought.
  - b. The principal shall schedule and hold a formal meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.

3. Level III
  - a. If the grievant is not satisfied with the disposition of his/her grievance at Level II, he/she may file the grievance within five (5) days of the Level II response with the Superintendent.
  - b. The Superintendent shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the hearing.
4. Level IV
  - a. If the grievant is not satisfied with the disposition of his/her grievance at Level III, he/she may file the grievance within five (5) days of the Level III response for transmittal to the Board.
  - b. At its next regularly scheduled meeting or a special meeting which has been called for the purpose of hearing the grievance, but in no case more than thirty (30) days after receipt of the written grievance, the Board will meet the grievant in an effort to resolve it. The Board shall submit its decision in writing to the grievant within five (5) days of the meeting. The decision of the Board is final; however, this does not preclude the grievant from pursuing legal remedies after Level IV.

#### **D. RIGHT TO REPRESENTATION**

The grievant and the administration may each be represented by a person of his/her choosing at Levels II, III, and IV of this procedure.

#### **E. GENERAL PROVISIONS**

1. The Association may file grievance as the “grievant” on alleged violation of Article IV, Association Privileges.
2. Decisions rendered at Levels II, III, and IV of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
3. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
4. Necessary forms for the filing of grievances shall be mutually agreed upon by the

Association and the Board and made a part of this agreement.

5. Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.
6. No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.
7. Failure in any step of this procedure to appeal to the next Level within the specified time limits shall be deemed acceptance of the decision at that Level.
8. All meetings and hearings, with the exception of those at Level IV, under this procedure shall not be conducted in public and shall include only parties in interest and their selected representatives.
9. Time limits at any Level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.

## **ARTICLE III - LEAVE PLAN**

### **SECTION 1 - SICK LEAVE**

- A. Each teacher shall be provided with ten (10) days each year for personal illness, accidental injury, pregnancy, illness or accidental injury in the family (spouse, children, parents, and members of the household, sibling, or in-laws).
- B. Unused sick leave shall be accumulated to a maximum of one hundred thirty (130) days.
- C. Reimbursement for accumulated sick leave upon retirement, resignation or death shall be provided as stated in the article on compensation.
  - 1. Reimbursement for resigning teachers shall be dealt with on an individual basis by the Board of Education.
- D. Once a teacher has exhausted his/her leave accumulation, the teacher shall receive for a period not to exceed twenty (20) days his/her full contract salary less the amount:
  - 1. Actually paid a certified substitute teacher for his/her position if a certified substitute teacher is hired or
  - 2. Actually paid a non-certified substitute teacher for his/her position if a non-certified substitute teacher is hired or
  - 3. Normally paid a certified substitute teacher for his/her position if a certified substitute teacher is not hired.
- E. After the above twenty (20) day period, a teacher who is still unable to return to work will be placed upon leave without pay until such time as the teacher is able to return to work that year.
- F. Although prior approval to use sick leave is not required, the teacher may be required to provide evidence of illness upon request of the principal.

### **SECTION 2 - PERSONAL BUSINESS LEAVE**

- A. Each teacher shall be provided with three (3) days without loss of pay each year to conduct personal business that must be conducted during work hours. Any unused personal leave days or parts thereof shall be added to the sick leave accumulation at the end of the school year, not to exceed one hundred thirty (130) days.

- B. Written notification must be made to the principal at least forty-eight (48) hours prior to the leave. In case of an emergency, the written notification must be completed within twenty-four (24) hours after the teacher returns to work.
- C. Personal business leave may not be taken during the first or last week of school or the day before or after a holiday or vacation period, except with reasonable explanation and Superintendent approval.

### **SECTION 3 - EMERGENCY LEAVE**

Each teacher shall be provided with two (2) days of leave without loss of pay each year for emergency situations which demand the teacher's immediate attention and which could not be handled at a time other than during work hours. These days are non-cumulative.

### **SECTION 4 - BEREAVEMENT LEAVE**

- A. Each teacher shall be granted (5) days bereavement leave for a death in the family (spouse, child, parent, sibling, grandparent, grandchild, in-laws, or a member of the household).
- B. These days will be in addition to sick leave and will be at no loss in pay.
- C. Other cases should be submitted to the Superintendent who is authorized to extend up to five (5) additional days of Bereavement Leave.

### **SECTION 5 - LEGAL LEAVE**

- A. Teachers summoned to jury duty shall be granted leave at no loss in pay, to serve on such jury.
  - 1. The teacher will return to the district any pay received for jury service exclusive of travel reimbursement.
  - 2. If the jury service ends before noon, the teacher will return to work as soon as possible.
- B. Teachers who are subpoenaed to court as a witness shall be granted leave at no loss in pay, for such court appearance.
  - 1. The teacher will reimburse the district for any witness fees received, exclusive of travel expenses.
  - 2. If his/her testimony is completed by noon, the teacher will return to work as soon as possible.

## **SECTION 6 - MILITARY LEAVE**

The Board and the Association agree to abide by laws governing military leave for teachers.

## **SECTION 7 - PROFESSIONAL LEAVE**

Teachers may be granted leave at no loss in pay for the purpose of visiting another school or attending a workshop, state or national convention, which is contributory to the basic functions of the teacher's assignment, upon approval of the Superintendent.

## **SECTION 8 - LEAVE OF ABSENCE**

- A. Upon application to the Superintendent, the Board may grant career teachers with a leave of absence for up to one (1) year period.
- B. Requests for leaves of absence shall be made in writing prior to March 1 of the current school year. Requests submitted after March 1 will normally not be granted; however, in the event that the above date for application cannot be met, teachers shall still receive consideration of their application, and leaves may still be granted unless such leaves would work a hardship on the school system.
- C. Teachers on leave of absence must notify the Superintendent by March 1 of the year of the leave of absence if they desire reinstatement for the next academic year.
- D. Upon reinstatement the teacher will be placed in the same assignment or another assignment for which the teacher is certified.
- E. Upon reinstatement, all accrued rights and benefits will be returned to the teacher.
- F. During the leave of absence the teacher may continue to participate in any district insurance program so long as there is no conflict with the terms of the contract with the insurance carrier.

## **SECTION 9 - NOTIFICATION OF LEAVE ACCUMULATION**

At the end of each school year, the Board agrees to advise each teacher in writing, as to his/her accumulated leave balance.

## **ARTICLE IV - ASSOCIATION PRIVILEGES**

### **SECTION 1 - USE OF FACILITIES**

- A. Upon approval of the Superintendent, the Association may use school facilities for meetings of members of the bargaining unit.
- B. Such meetings may only be held if they do not interfere with other scheduled activities of the district.
- C. Such meetings may only be held after the teacher workday.
- D. If such meetings cause the district to incur any costs, including but not limited to: overtime pay for custodial staff, utility expenses or additional security; the Association agrees to reimburse the district for said costs.

### **SECTION 2 - INFORMATION DISTRIBUTION**

- A. The Association shall be permitted to distribute information related to the official business of the Association through the school mail system and will be permitted to place such material on a bulletin board in the teachers' workroom.
- B. Such material shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms of this agreement or administrative regulation or policy.
- C. Political material distributed may only be related to the official business of the Association or its affiliates.

### **SECTION 3 - USE OF EQUIPMENT**

- A. Upon approval of the Superintendent, the Association may use district copying equipment.
- B. The use of such equipment may only occur during normal business hours.
- C. The Association shall reimburse the district at the rate charged other community groups and individuals.

#### **SECTION 4 - ACCESS TO INFORMATION**

- A. Upon written request, the Board shall provide access to compiled public information.
- B. The Association shall be notified of all Board meetings as soon as they are scheduled.
  - 1. The Association shall be provided with the same written information provided to the Board at its meetings except such information that is deemed confidential according to Oklahoma Statutes.
  - 2. The Association shall be placed on the Agenda of any regular Board meeting provided that a request has been made to the Superintendent at least seventy-two (72) hours in advance.

## **ARTICLE V - COMPENSATION**

### **SECTION 1 - SALARY COMPENSATION PLACEMENT**

- A. **PLACEMENT OF COLUMN**--On the Teacher Salary Schedule, each vertical column shall represent an earned degree from an accredited institution recognized by the State Board of Education. To be eligible for an appropriate column, the teacher must have earned the degree that column represents.
- B. **PLACEMENT ON STEP**--At the time of employment each teacher shall be placed on at least the highest numbered step for which he/she qualifies according to state statutes.
- C. **MOVEMENT TO NEW COLUMN**--Teachers who advance from one column to another on the Teacher Salary Schedule shall move to the corresponding eligible step on the highest column. For a teacher to advance from one vertical column to another, he/she shall file suitable evidence of an additional degree by September 1.

### **SECTION 2 - FULL CREDIT EXPERIENCE**

The Healdton School District will follow State Department of Education regulations concerning acceptance of out-of-state teaching experience.

### **SECTION 3 - PAY DATES**

Teachers shall be paid before 2:00 p.m. on or before the twentieth (20th) of each month. If the pay date falls during a holiday or vacation, teachers will receive their checks prior to the vacation, if funds are available.

Those teachers who notify the Board by May 15 will receive the June, July, and August checks at the June pay date, if funds are available.

### **SECTION 4 – SALARY**

Each teacher with twenty-six (26) years or more of experience will receive a stipend of \$425.00 for the current school year if the carryover from the previous FY is 10% above the estimate of needs for that FY.

Each teacher shall receive a \$400.00 supply stipend at the beginning of the school year and an additional \$450.00 stipend at the end of the school year if the carryover from the previous FY is 10% above the estimate of needs for that FY.

For the 2015-2016 school years, teachers will be compensated according to the following salary schedule:

<b>Years of Experience</b>	<b>Bachelor's Degree</b>	<b>Master's Degree</b>	<b>Doctor's Degree</b>
0	\$31,600	\$32,800	\$34,000
1	31,975	33,175	34,375
2	32,350	33,550	34,750
3	32,725	33,925	35,125
4	33,100	34,300	35,500
5	33,500	34,700	35,900
6	33,900	35,100	36,300
7	34,300	35,500	36,700
8	34,700	35,900	37,100
9	35,100	36,300	37,500
10	35,950	37,575	39,625
11	36,375	38,000	40,050
12	36,800	38,425	40,475
13	37,225	38,850	40,900
14	37,650	39,275	41,325
15	38,075	39,700	41,750
16	38,500	40,125	42,175
17	38,925	40,550	42,600
18	39,350	40,975	43,025
19	39,775	41,400	43,450
20	40,200	41,825	43,875
21	40,625	42,250	44,300
22	41,050	42,675	44,725
23	41,475	43,100	45,150
24	41,900	43,525	45,575
25+	42,325	43,950	46,000

Career /Technology Ag Teacher*	=	Minimum Salary	+	\$2,400/year - 12-month contract
Career/Technology Ec. Teacher*	=	Minimum Salary	+	\$2,000/year - 10-month contract
Other Career Technology Teacher*	=	Minimum Salary	+	\$2,000/year - 10-month contract
Special Education Teacher**	=	Minimum Salary	+	5 percent above the prevailing wage paid teachers of children who are nondisabled in the same school district.
Alternative Education Teacher***	=	Minimum Salary	+	5 percent above designated step for that teacher within the adopted salary schedule of the district.

\*Salary distribution per the policies and procedures manual of the Oklahoma State Board of Career and Technology Education.

\*\*Salary distribution mandated by 70 O.S. § 13-110.

\*\*\*Alternative Education salary distribution mandated by 70 O.S. § 1210.565.

The State Board of Education shall accept teaching experience from out-of-state school districts that are accredited by the State Board of Education or appropriate state accrediting agency for said districts. For the purpose of state salary increments and retirement, no teacher shall be granted credit for more than five (5) years active duty in the military service, or out-of-state teaching experience as a certified teacher or its equivalent. Nothing in this section shall prohibit boards of education from crediting more years of experience on local salary schedules than those allowed for state purposes. The provisions of the above salary schedule shall not apply to teachers who have entered into postretirement employment with a public school in Oklahoma and are still receiving a monthly retirement benefit. (70 O.S. 2001 § 18-114.7)

### 2015-2016 Retirement Offset

Years of Service	Credit Amount in dollars
0	60.15
1	103.41
2	145.65
3	188.15
4	233.33
5	278.76
6	325.26
7	372.82
8	421.44
9	471.12
10	521.87
11	573.67
12	626.54
13	680.48
14	735.47
15	791.53
16	848.65
17	906.83
18	966.07
19	1,026.38
20	1,087.75
21	1,150.18
22	1,213.68
23	1,278.23
24	1,343.85
25 or more	1,410.53

**SECTION 5 - EXTRA DUTY ASSIGNMENTS**

**STIPEND**

HS Academic Coach .....	500.00
Academic Coach .....	500.00
5-6 Academic Coach .....	500.00
Jr./Sr. Play Sponsor .....	800.00
Jr./Sr. Play Assistant.....	600.00
HS Student Council Sponsors (total) .....	600.00
Elementary Christmas Program (total) .....	600.00
Yearbook.....	1,500.00
Staff Development Chairperson (total).....	250.00
Middle School Student Council Sponsor .....	300.00
Gate Duty.....	35.00
Junior Sponsors (total) .....	1875.00
Senior Sponsors (total) .....	1250.00
National Honor Society (total).....	200.00
Band Director .....	3,500.00
North Central Steering Committee Members (total).....	800.00
1 North Central Chairperson .....	500.00
Program/Award Production.....	300.00
District Technology Coordinator .....	5,000.00
Academic Awards Reception.....	250.00
Special Education Director.....	4,000.00
Middle School Science Club.....	500.00
Blue Crew(Pep Club).....	500.00

**SECTION 6 - COACHING ASSIGNMENTS**

ATHLETIC DIRECTOR.....	4,000.00
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FOOTBALL

HS Head .....	4,000.00
HS Asst (3) 2,000 each.....	6,000.00
MS Head .....	2,500.00
MS Asst (2) 1,500 each .....	3,000.00
Weight program.....	1,000.00
Field Maintenance (year-round).....	1,000.00

BASKETBALL

HS Head (2) (girls, boys) 4500 each .....	9,000.00
HS Asst (2) (girls, boys) 1800 each.....	3,600.00
JH Head (8-9) (2) (girls, boys) 1800 each .....	3,600.00
JH Asst (if assigned) .....	1,000.00
7 Boys .....	750.00
7 Girls .....	750.00
6 Boys .....	750.00
6 Girls.....	750.00

5 Boys (if assigned).....	500.00
5 Girls (if assigned).....	500.00
Summer League (2) (girls, boys)1,000.00 each.....	2,000.00

BASEBALL

HS Head.....	3,500.00
HS Asst (if assigned) .....	1,500.00
JH Head (7-8).....	1,300.00
JH Asst (if assigned) .....	500.00
Summer League (2) 1,000 each.....	2,000.00
Field Maintenance (year-round).....	1000.00

TRACK

HS Head (2) 2,000 each .....	4,000.00
MS Boys.....	1,700.00
MS Girls.....	1,700.00

SOFTBALL

FP Head.....	3,500.00
FP Asst (if assigned) .....	1,500.00
SP Head.....	3,000.00
SP Asst (if assigned) .....	1,500.00
FP JH Head .....	1,300.00
SP JH Head .....	1,300.00
Summer League (2) 1,000 each .....	2,000.00
Field Maintenance (year-round).....	1,000.00

GOLF

HS Head (if assigned) .....	1,500.00
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CHEERLEADING COACH

High School .....	2,000.00
Middle School.....	500.00
Junior High.....	500.00

BOWLING

Sponsor.....	1,000.00
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ARCHERY

JH .....	500.00
HS.....	1,000.00

HEALTH/SAFETY

Director .....	4,000.00
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**SECTION 7 - PAYMENT ON UNUSED LEAVE**

- A. Upon retirement, teachers shall receive twenty dollars (\$20.00) for each day of leave accumulated in the district up to a maximum of one hundred thirty (130) days.
- B. Teachers who resign, or are terminated as a result of reduction in force will have the option of transferring their accumulated leave days to another district or receiving payment for each day of leave accumulated in the district at the discretion of the board of education:

1.	1 - 20 days .....	\$10.00 per day
2.	21 - 40 days .....	\$15.00 per day
3.	41 or more days.....	\$20.00 per day

- C. The maximum amount of expenditures for the 2015-16 school year for unused leave payments described in A and B shall be \$10,000.00 If the total amount due exceeds \$10,000, the teacher shall receive a pro-rated payment as follows:

- 1. Retiring teachers will be paid in full up to \$10,000.00
- 2. At the discretion of the Board of Education resigning or terminated teachers will be paid a pro rated share of the remaining monies available.

**SECTION 8 - EXPENSE REIMBURSEMENT**

Teachers shall be reimbursed at the current IRS rate per mile for mileage when requested or approved by the administration that their personal vehicle must be used.

## **SECTION 9 - PAYROLL DEDUCTIONS**

- A. The use of payroll deductions by teachers can be made for membership in professional organizations, political contributions, credit unions, insurance premiums (health, life, cancer, dental, salary protection, and pre-paid legal), and/or retirement plans.
- B. Teachers wishing to alter any part of their payroll deduction options for professional organizations, political contributions, or credit unions may do so by giving written notice to the Business Manager at least two (2) weeks prior to the payroll date.
- C. If a change in amount withheld from an employee's monthly check becomes necessary for administration purposes, the employee shall be notified in writing at least (2) weeks prior to the payroll date, except for unusual circumstances.

## **SECTION 10 - COMPENSATION FOR COVERING CLASSES**

- A. When a regular classroom teacher is absent and it is not possible to hire a regular substitute, teachers within the school system may be asked by the principal to substitute during their planning hours. When this becomes necessary, the following procedure will apply when a teacher gives up his/her planning hour:
  - 1. The building principal shall assign different teachers who have the same planning hour, when possible, to assure that one teacher does not do all the substituting when other teachers are available.
  - 2. When the teacher is assigned to substitute during his/her planning hour, he/she shall be expected to attend the class as if were his/her own. ("Looking in" on the class is not acceptable.)
- B. At the discretion of the elementary principal, when a teacher is absent and no substitute is hired, the regular classroom teacher will act as substitute for the students during that period and will accrue credit as outlined in Part C below.
- C. When a teacher gives up his/her planning hour to substitute, that teacher shall be compensated in the following way:
  - 1. For every planning hour a teacher gives up in a substituting role, that teacher shall accrue one (1) hour credit toward a maximum of eighteen (18) credits which shall begin at zero at the beginning of each new school year.
  - 2. For every hour credit accrued by a teacher as described above, one (1) hour will be added to the three (3) personal business leave days. (Example: Teacher has

accrued six (6) credits; teacher uses one (1) personal leave day; teacher would not be charged.)

3. When a teacher is gone on a personal business leave day and he/she is using some of these credits, a hired substitute will be used if at all possible and practical.

### **SECTION 11 - TIME LOSS BENEFITS**

For the 2015-16 school year the board will continue to pay the premium for minimum salary protection insurance for each teacher. Teachers who desire may increase their loss of time benefits through the chosen company and pay such premiums through payroll deduction.

### **SECTION 12 - TAX BENEFITS**

For the 2015-16 school year the Board of Education offers to all teachers a tax benefit program in which the teacher may have his/her contract salary reduced up to \$9,000.00 in a cafeteria-style benefit program.

### **SECTION 13 - WORK DAYS**

Teachers shall work 1,080 hours.

### **SECTION 14 - TEACHER LONGEVITY STIPEND**

- A. The Board shall pay \$375.00 annually to each teacher who has 16 to 20 years experience in the Healdton Public Schools.\*
- B. The Board shall pay \$750.00 annually to each teacher who has 21 years or more in the Healdton Public Schools.\*

. \* This applies to local years only.

### **SECTION 15 - BREAKFAST/LUNCH**

The school shall provide either breakfast or lunch to any teacher choosing to eat in the school cafeteria.

**SECTION 16 – National Board Certification**

Each National Board certified teacher shall receive an annual stipend of \$500 as a local incentive.  
(Only for the 10 years of certification.)

## **ARTICLE VI - GENERAL PROVISIONS**

### **SECTION 1 - DEFINITIONS**

- A. District - Healdton Public School District I-55 of Carter County
- B. Board - elected policy-making body governing the District
- C. Agreement - this contract duly ratified and signed by the Board and the Association
- D. Association - Healdton Association of Classroom Teachers
- E. Association President - elected President of the Healdton Association of Classroom Teachers
- F. Superintendent - chief administrative officer of the District
- G. Immediate Supervisor - principal or other administrator to whom teachers are directly responsible
- H. Board Policy - a course of action adopted by the Board
- I. Employee - see teacher, probationary teacher, licensed teacher
- J. Teacher - all certified and/or licensed personnel currently employed by Healdton Public School District excluding only administrative personnel
- K. Career Teacher - a duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in the Healdton Public School District under a written teaching contract, as provided by law
- L. Probationary Teacher - a duly certified or licensed teacher who has completed less than three (3) consecutive complete years of teaching service in the Healdton Public School District under a written contract, as provided by law
- M. Licensed Teacher - entry year teacher not holding a certificate
- N. School - work location at which teachers perform their job functions
- O. Seniority - length of service in district
- P. Tentative - proposed, not definite or final

## **SECTION 2 - NON-DISCRIMINATION**

- A. The Board and the Association agree not to discriminate against any teacher with respect to the terms and conditions of this agreement.
  
- B. The Board recognizes a teacher's right to engage in political activities as guaranteed by the U. S. Constitution. A teacher's political activities shall in no way interfere with his/her obligations or assigned duties during the workday and shall not be injected into the educational programs of the District.

## **SECTION 3 - SAVINGS CLAUSE**

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

## **SECTION 4 - CONTRACT REFERENCE**

This Agreement and Appendices shall be incorporated by reference into each employee's individual teaching contract with the same force and effect as though fully set forth therein.

## **SECTION 5 - DURATION OF AGREEMENT**

Upon ratification and signing by the Board and the Association, this Agreement shall remain in full force and effect and bind the parties during the 2015-2016 school year and shall remain in effect unless replaced by an amended Agreement negotiated in accordance with the Procedural Agreement.

## **APPENDICES**

- 1. Grievance Form
  
- 2. Evaluation Form

**GRIEVANCE REPORT FORM**

Procedure    2    3    4  
(Circle to indicate level of grievance)

Date Filed

Name of Grievant

Building

Assignment

A.    Date cause of grievance occurred:

B.    Article and/or section of the contract alleged to have been violated:

C.    Statement of grievant's claim (statement of facts upon which grievance is based - use additional pages if necessary):

D.    Relief desired:

Signature\_\_\_\_\_

Date\_\_\_\_\_

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

E.    Disposition by the appropriate administrator (attach additional pages if necessary):

Signature\_\_\_\_\_

Date\_\_\_\_\_

**V. RATIFICATION OF SIGNATURES**

\_\_\_\_\_  
Becki Munholland, President, Healdton Association of  
Classroom Teachers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Webb, President  
Healdton Board of Education

\_\_\_\_\_  
Date

Memorandum of Understanding

This is a Memorandum of Understanding between the Healdton Board of Education and the Healdton Association of Classroom Teachers. Extra duty as designated in the negotiated contract will be suspended for the 2016-17 school year for the following position only: **gate duty**.

\_\_\_\_\_

HACT President

\_\_\_\_\_

Date

\_\_\_\_\_

Healdton School Board President

\_\_\_\_\_

Date