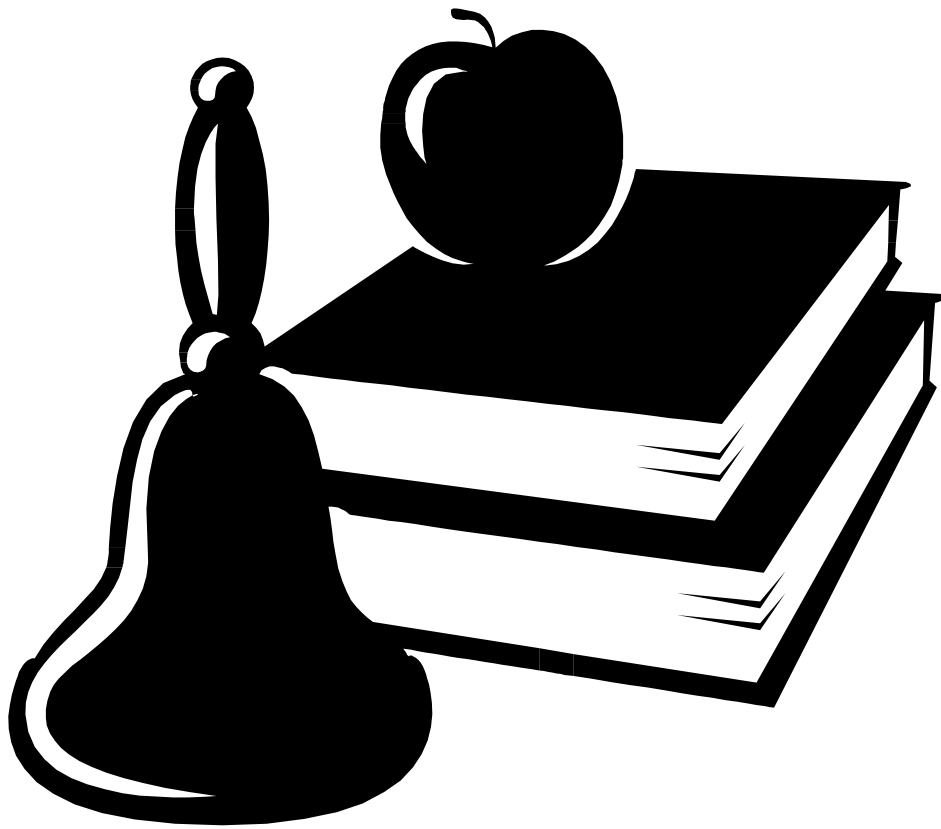


Commerce Association of Classroom Teachers Agreement



2019-2020

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This document, along with other Commerce Public School District publications, documents, and forms, is available on the Intranet at <http://172.16.1.19/employee.htm>.

PROCEDURAL AGREEMENT

(10/08/2001)

I. PURPOSES

1.1 The Board of Education of the Commerce Public Schools and the Commerce Association of Classroom Teachers recognizes the need for an orderly process of communication for administering employer/employee relations, which conform with Oklahoma Statutes 05-70-509.1 through 05-70-509.10.

II. RECOGNITION

2.1 This Agreement is made and entered into by and between the Commerce Association of Classroom Teachers, hereinafter termed the "Association," and the Board of Education of the Commerce Public Schools, hereinafter termed the "Board."

2.2 The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers, and who do not hold supervisory authority with respect to other teachers of the Commerce Public Schools.

2.3 The Board and/or the Association shall not discriminate against any person regardless of membership or non-membership in the Association or for participation or non-participation in any phase of the bargaining process.

2.4 No employee shall be discriminated against by the board of education, superintendent or any other administrative officer of a district or by any employee organization, its officers or any member thereof because of his exercise or nonexercise of rights under this act. It shall be prohibited for an employee organization, employee or employer to impede, restrain or coerce an employer or employees in the exercise of the rights guaranteed in Sections 509.1 through 509.10 of this title. (70-509.9)

III. SCOPE OF BARGAINING

3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

3.2 To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the other's contract proposals, the objecting party must support its objections with rationale.

IV. NEGOTIATION PROCEDURES

4.1 Negotiation Teams

4.1.1 The Board and the Association each has the right to elect its own representatives; and to change them at will. The representatives of the Board shall be presently serving on the Board or employed by the Board and the representatives of the Association shall be presently members of the bargaining unit or statewide Association staff persons. Each party shall also designate the person on its team who will serve as spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.

4.2 Opening Negotiations

4.2.1 Between February 1st and March 1st of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires that negotiations be held for that year. If no such request is made during the above time period, negotiations will not take place for the ensuing year. Negotiations may commence prior to February 1st by mutual consent of both the Board and the Association.

4.2.2 The first negotiations session shall occur on a mutually agreeable date not more than thirty (30) days from the last Friday in May. (10/08/2001)

4.2.3 A list of items to be negotiated will be submitted by both parties at the first session. Both parties shall submit all of their negotiations proposals by the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.3 Negotiations Sessions

4.3.1 The time, date, place, and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.2 During sessions, each party is free to caucus at any time.

4.3.3 Other meeting ground rules, such as smoking shall be set by mutual agreement at the table.

4.4 Tentative Agreement

4.4.1 Both parties agree that it is their mutual responsibility to empower their receptive representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the employees for ratification and then by the Superintendent to the Board for ratification.

4.4.3 No more than thirty (30) days after ratification the school district will prepare a sufficient number of copies of the Agreement so that each member of the bargaining unit will have a copy. The Association will distribute the copies to the bargaining unit. Only new teachers will be provided the entire negotiated package.

4.4.4 This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between February 1st and March 1st of any year, by either party, that the party desires to modify, amend or terminate this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date not more than thirty (30) days from the last Friday in May. (10/14/2002)

V. IMPASSE

5.1 If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school. Upon reaching impasse, the items causing the impasse shall be referred to a three-member fact-finding committee.

5.2 Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:

5.3.1 The fact finding committee shall consist of: One (1) member who shall be selected by the Association within (5) days after the reaching of impasse, one (1) member who shall be selected by the Board within five (5) days after the reaching of impasse, and one (1) member who shall serve as chairperson of the committee and shall be selected as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact-finding committee.

5.3.2 The cost for services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.

5.3.3 Within five (5) days after the selection of a chairman, the representatives who have been negotiating for the board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished by each party to the chairman and other members of the committee.

5.3.4 The chairperson 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 Association.

5.3.5 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 Association. 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.

5.3.6 The 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 Board 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.

VI. AGREED PROCEDURE FOR RESOLVING IMPASSES EXCLUSIVE - STRIKE FORBIDDEN

6.1 The procedure for herein for resolving impasses shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board of Education, any member of the Association engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized, as representative of the unit and the school district shall be relieved of the duty to negotiate with the Association or its representatives. (70-509.8)

VII. SAVINGS CLAUSE

7.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect. The parties shall commence negotiations within thirty (30) days for the purpose of arriving at a legally permissible replacement for the severed part.

GRIEVANCE POLICY (08/09/2016)

The Board of Education recognizes that in the interest of effective management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

GRIEVANCE DEFINED

A grievance is any alleged violation, misinterpretation or misapplication of established board policy, or administrative procedure, or practices; implementation of matters negotiated between the board and the association; or provisions involving members of the bargaining unit, individual contract, or employment conditions.

PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Education Association, agree that grievances proceeding shall be handled in a confidential manner.

COMMITTEE

The Association shall appoint a building representative in each school to help determine validity of alleged grievance and to assist when possible, including representing the grievant at any meeting. Each building representative shall automatically become a member of the Association Committee.

GENERAL PROVISIONS

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that effects two (2) or more teachers.

3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
4. A grievance shall be reduced to writing and include (a) the alleged violation; (b) relief sought; and (c) date of initiating procedure.
5. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
6. Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. Failure of the administration to respond in the time limit stated shall mean the relief sought as stated in the previous level of the proceeding shall be implemented.
9. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his realm of responsibility or control.
10. A day shall be a school day.
11. No reprisal shall be made against any party involved in use of this grievance procedure.
12. A grievance may be withdrawn at any level without prejudice or record.
13. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.
14. All records, documents, or communications written from the point of filing a grievance concerning said grievance shall be destroyed upon resolution of the stated grievance.

PROCEDURE

Level I – Informal

As soon as a teacher becomes aware of an event, which may lead to the submission of a written grievance, the teacher or one designated member of a group having a grievance, shall request that a meeting be held with the particular administrator involved. The purpose of this meeting shall be an attempt to resolve the matter informally.

Level II - Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days of becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting the administrator shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

Level III - Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he may within five (5) days of receipt of such written response, submit his written grievance to the superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting the superintendent shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

Level IV - School Board

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he may, within five (5) days of receipt of such written response, submit his written grievance to the Board of Education and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting the Board of Education shall provide the aggrieved with a written response stating their position and suggestion for resolution of the grievance. The decision of the Board does not necessarily mean concurrence by the Commerce Association of Classroom Teachers or the aggrieved and no other hearing shall prevent the aggrieved from securing legal counsel or seeking whatever further legal recourse that is available to the aggrieved.

DURATION CLAUSE

(09/12/1994)

This Agreement represents the full and complete agreement between the Board and the Association. The non-- monetary items negotiated shall remain in effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

SAVINGS CLAUSE

(10/08/2001)

The Negotiated Agreement between the Board and CACT for 2013-2014 shall be continued with the exception of changes made for 2014-2015.

UPDATED SIGNATURES AND DATES ON COMMERCE ASSOCIATION OF CLASSROOM TEACHERS AGREEMENT

(10/08/2001)

The Board and the Association agree to update all signatures and dates in the negotiated agreement as needed.

ANNUAL REVIEW OF POLICY OF EVALUATION FOR ALL TEACHERS

(08/12/2019)

The Commerce Board of Education believes that personnel evaluation is a mutual endeavor among all staff members and the board to improve the quality of the overall educational program. The improvement of the district's educational efforts must be a joint responsibility of the school district and the individual educator.

All certified staff members shall be evaluated using an evaluation system that has been approved by the Oklahoma State Board of Education. The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

Probationary teachers shall receive formative feedback from the evaluation process at least twice each year. Formative feedback shall occur during the fall semester, and at least once during the spring semester, each year. Career teachers shall be evaluated at least once each year except for career teachers receiving a district evaluation rating of "superior" or "highly effective" rating under the TLE, who may be evaluated once every three (3) years. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified and qualified administrative person.

The evaluation rating of teachers and administrators shall be based on the qualitative component of the TLE. A school district with an average daily attendance of more than thirty-five thousand (35,000) may incorporate at its own expense prior to the 2015-2016 school year the quantitative components of the TLE into its evaluation system of teachers and administrators as defined by the school district's written policy. The district may continue to use, at its own expense, quantitative measures of teachers and leaders as a part of the district evaluation rating. Such measures shall include a minimum of one reliable, researched-based measure as approved by the State Board of Education.

For evaluations of teachers and administrators conducted during the 2017-2018 school year, and each school year thereafter, school districts shall incorporate and put into operation the qualitative component of the TLE and shall provide all teachers and administrators with a district evaluation rating based upon the components of the TLE. For the 2017-2018 school year school districts shall incorporate the individualized programs of professional development set forth at 70 O.S. § 6-101.10 (B) on a pilot program basis

For evaluations of teachers and administrators conducted during the 2018-2019 school year, and each school year thereafter, school districts shall fully incorporate and put into operation the individualized programs of professional development as set forth at 70 O.S. § 6-101.10 (B).

The evaluation shall be reviewed by the staff member and the evaluator. Either or both may attach written and signed comments to the evaluation instrument within two weeks of the evaluation, provided that no additional statements or comments shall be attached without the teacher's knowledge. The teacher's signature on the evaluation instrument shall serve only to

reflect the teacher's acknowledgment that an evaluation was conducted. A copy of the completed evaluation instrument will be provided to the teacher.

Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be made available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which the evaluated person applies for employment, and such other persons given consent by the teacher in writing, and shall be subject to disclosure at a hearing or trial de novo.

If the evaluation discloses any area(s) in which improvement can be reasonably expected and desired, the principal shall discuss such area(s) with the teacher and offer suggestions and recommendations as to how improvement may be achieved. Such recommendations shall be recorded on the evaluation instrument.

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the career teacher's dismissal or nonreemployment, the administrator will admonish the teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

If the career teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent for the dismissal or nonreemployment of the teacher. A probationary teacher will receive a plan of improvement if inadequate teaching performance exists.

The board shall review this evaluation policy on an annual basis following consultation or involvement by representatives selected by the teachers in this district.

REFERENCE: 70 O.S. §6-101.10, et seq.

JUST CAUSE
(08/09/2016)

All certified personnel will be given advance notice in writing of any conference to discuss disciplinary action unless the offense is of a nature that would require immediate consultation. The notice should include the reason for the conference and the time of a scheduled meeting. The certified personnel shall have the right to acquire a third party to attend the meeting solely as an observer. This third person shall be the Association's building representative if possible. A recorder may be used at the discretion of either party.

COMMERCE PUBLIC SCHOOLS
TOTAL COMPENSATION SCHEDULE 2018-2019
(08/12/2019)

Bachelor's Degree

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	36,103.53	60.15	2,657.32	38,821.00
1	36,507.15	103.41	2,644.44	39,255.00
2	36,910.77	145.65	2,632.58	39,689.00
3	37,315.32	188.96	2,619.72	40,124.00
4	37,718.94	233.33	2,605.73	40,558.00
5	38,157.90	278.76	2,593.34	41,030.00
6	38,588.49	325.26	2,579.25	41,493.00
7	39,020.01	372.82	2,564.17	41,957.00
8	39,450.60	421.44	2,547.96	42,420.00
9	39,881.19	471.12	2,530.69	42,883.00
10	40,830.72	521.87	2,551.41	43,904.00
11	41,289.21	573.67	2,534.12	44,397.00
12	41,747.70	626.54	2,515.76	44,890.00
13	42,205.26	680.48	2,496.26	45,382.00

14	42,663.75	735.47	2,475.78	45,875.00
15	43,139.91	791.53	2,455.56	46,387.00
16	43,598.40	848.65	2,432.95	46,880.00
17	44,056.89	906.83	2,409.28	47,373.00
18	44,515.38	966.07	2,384.55	47,866.00
19	44,973.87	1,026.38	2,358.75	48,359.00
20	45,450.96	1,087.75	2,333.29	48,872.00
21	45,909.45	1,150.18	2,305.37	49,365.00
22	46,368.87	1,213.68	2,276.45	49,859.00
23	46,827.36	1,278.23	2,246.41	50,352.00
24	47,285.85	1,343.85	2,215.30	50,845.00
25	48,610.17	1,410.53	2,248.30	52,269.00
26	49,005.42	1,410.53	2,278.05	52,694.00
27	49,400.67	1,410.53	2,307.80	53,119.00
28	49,795.92	1,410.53	2,337.55	53,544.00
29	50,191.17	1,410.53	2,367.30	53,969.00
30	50,586.42	1,410.53	2,397.05	54,394.00
31	50,981.67	1,410.53	2,426.80	54,819.00
32	51,376.92	1,410.53	2,456.55	55,244.00
33	51,772.17	1,410.53	2,486.30	55,669.00
34	52,167.42	1,410.53	2,516.05	56,094.00
35	52,562.67	1,410.53	2,545.80	56,519.00
36	52,957.92	1,410.53	2,575.55	56,944.00
37	53,353.17	1,410.53	2,605.30	57,369.00
38	53,748.42	1,410.53	2,635.05	57,794.00
39	54,143.67	1,410.53	2,664.80	58,219.00
40	54,538.92	1,410.53	2,694.55	58,644.00

Bachelor's Degree + 15 hrs.

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	36,749.88	60.15	2,705.97	39,516.00
1	37,153.50	103.41	2,693.09	39,950.00
2	37,557.12	145.65	2,681.23	40,384.00
3	37,961.67	188.96	2,668.37	40,819.00
4	38,365.29	233.33	2,654.38	41,253.00
5	38,804.25	278.76	2,641.99	41,725.00
6	39,234.84	325.26	2,627.90	42,188.00
7	39,666.36	372.82	2,612.82	42,652.00
8	40,096.95	421.44	2,596.61	43,115.00
9	40,528.01	471.12	2,579.38	43,578.50
10	41,706.78	521.87	2,617.35	44,846.00
11	42,165.27	573.67	2,600.06	45,339.00
12	42,623.76	626.54	2,581.70	45,832.00
13	43,081.79	680.48	2,562.24	46,324.50
14	43,539.81	735.47	2,541.72	46,817.00
15	44,016.44	791.53	2,521.54	47,329.50
16	44,474.93	848.65	2,498.93	47,822.50
17	44,933.42	906.83	2,475.26	48,315.50
18	45,391.91	966.07	2,450.53	48,808.50
19	45,850.40	1,026.38	2,424.73	49,301.50
20	46,327.95	1,087.75	2,399.30	49,815.00

21	46,786.44	1,150.18	2,371.38	50,308.00
22	47,245.40	1,213.68	2,342.43	50,801.50
23	47,704.35	1,278.23	2,312.42	51,295.00
24	48,162.84	1,343.85	2,281.31	51,788.00
25	49,503.90	1,410.53	2,315.57	53,230.00
26	49,899.15	1,410.53	2,345.32	53,655.00
27	50,294.40	1,410.53	2,375.07	54,080.00
28	50,689.65	1,410.53	2,404.82	54,505.00
29	51,084.90	1,410.53	2,434.57	54,930.00
30	51,480.15	1,410.53	2,464.32	55,355.00
31	51,875.40	1,410.53	2,494.07	55,780.00
32	52,270.65	1,410.53	2,523.82	56,205.00
33	52,665.90	1,410.53	2,553.57	56,630.00
34	53,061.15	1,410.53	2,583.32	57,055.00
35	53,456.40	1,410.53	2,613.07	57,480.00
36	53,851.65	1,410.53	2,642.82	57,905.00
37	54,246.90	1,410.53	2,672.57	58,330.00
38	54,642.15	1,410.53	2,702.32	58,755.00
39	55,037.40	1,410.53	2,732.07	59,180.00
40	55,432.65	1,410.53	2,761.82	59,605.00

National Board Certification

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	37,180.47	60.15	2,738.38	39,979.00
1	37,584.09	103.41	2,725.50	40,413.00
2	37,988.64	145.65	2,713.71	40,848.00
3	38,392.26	188.96	2,700.78	41,282.00
4	38,795.88	233.33	2,686.79	41,716.00
5	39,234.84	278.76	2,674.40	42,188.00
6	39,666.36	325.26	2,660.38	42,652.00
7	40,096.95	372.82	2,645.23	43,115.00
8	40,527.54	421.44	2,629.02	43,578.00
9	40,959.06	471.12	2,611.82	44,042.00
10	41,909.52	521.87	2,632.61	45,064.00
11	42,367.08	573.67	2,615.25	45,556.00
12	42,825.57	626.54	2,596.89	46,049.00
13	43,284.06	680.48	2,577.46	46,542.00
14	43,742.55	735.47	2,556.98	47,035.00
15	44,218.71	791.53	2,536.76	47,547.00
16	44,677.20	848.65	2,514.15	48,040.00
17	45,135.69	906.83	2,490.48	48,533.00
18	45,594.18	966.07	2,465.75	49,026.00
19	46,052.67	1,026.38	2,439.95	49,519.00
20	46,530.69	1,087.75	2,414.56	50,033.00
21	46,989.18	1,150.18	2,386.64	50,526.00
22	47,447.67	1,213.68	2,357.65	51,019.00
23	47,906.16	1,278.23	2,327.61	51,512.00
24	48,364.65	1,343.85	2,296.50	52,005.00
25	49,710.36	1,410.53	2,331.11	53,452.00
26	50,105.61	1,410.53	2,360.86	53,877.00
27	50,500.86	1,410.53	2,390.61	54,302.00

28	50,896.11	1,410.53	2,420.36	54,727.00
29	51,291.36	1,410.53	2,450.11	55,152.00
30	51,686.61	1,410.53	2,479.86	55,577.00
31	52,081.86	1,410.53	2,509.61	56,002.00
32	52,477.11	1,410.53	2,539.36	56,427.00
33	52,872.36	1,410.53	2,569.11	56,852.00
34	53,267.61	1,410.53	2,598.86	57,277.00
35	53,662.86	1,410.53	2,628.61	57,702.00
36	54,058.11	1,410.53	2,658.36	58,127.00
37	54,453.36	1,410.53	2,688.11	58,552.00
38	54,848.61	1,410.53	2,717.86	58,977.00
39	55,243.86	1,410.53	2,747.61	59,402.00
40	55,639.11	1,410.53	2,777.36	59,827.00

Master's Degree

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	37,396.23	60.15	2,754.62	40,211.00
1	37,799.85	103.41	2,741.74	40,645.00
2	38,203.47	145.65	2,729.88	41,079.00
3	38,608.02	188.96	2,717.02	41,514.00
4	39,011.64	233.33	2,703.03	41,948.00
5	39,450.60	278.76	2,690.64	42,420.00
6	39,881.19	325.26	2,676.55	42,883.00
7	40,312.71	372.82	2,661.47	43,347.00
8	40,743.30	421.44	2,645.26	43,810.00
9	41,174.82	471.12	2,628.06	44,274.00
10	42,582.84	521.87	2,683.29	45,788.00
11	43,041.33	573.67	2,666.00	46,281.00
12	43,499.82	626.54	2,647.64	46,774.00
13	43,958.31	680.48	2,628.21	47,267.00
14	44,415.87	735.47	2,607.66	47,759.00
15	44,892.96	791.53	2,587.51	48,272.00
16	45,351.45	848.65	2,564.90	48,765.00
17	45,809.94	906.83	2,541.23	49,258.00
18	46,268.43	966.07	2,516.50	49,751.00
19	46,726.92	1,026.38	2,490.70	50,244.00
20	47,204.94	1,087.75	2,465.31	50,758.00
21	47,663.43	1,150.18	2,437.39	51,251.00
22	48,121.92	1,213.68	2,408.40	51,744.00
23	48,581.34	1,278.23	2,378.43	52,238.00
24	49,039.83	1,343.85	2,347.32	52,731.00
25	50,397.63	1,410.53	2,382.84	54,191.00
26	50,792.88	1,410.53	2,412.59	54,616.00
27	51,188.13	1,410.53	2,442.34	55,041.00
28	51,583.38	1,410.53	2,472.09	55,466.00
29	51,978.63	1,410.53	2,501.84	55,891.00
30	52,373.88	1,410.53	2,531.59	56,316.00
31	52,769.13	1,410.53	2,561.34	56,741.00
32	53,164.38	1,410.53	2,591.09	57,166.00
33	53,559.63	1,410.53	2,620.84	57,591.00
34	53,954.88	1,410.53	2,650.59	58,016.00

35	54,350.13	1,410.53	2,680.34	58,441.00
36	54,745.38	1,410.53	2,710.09	58,866.00
37	55,140.63	1,410.53	2,739.84	59,291.00
38	55,535.88	1,410.53	2,769.59	59,716.00
39	55,931.13	1,410.53	2,799.34	60,141.00
40	56,326.38	1,410.53	2,829.09	60,566.00

Master's Degree + 15 hrs.

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	38,042.58	60.15	2,803.27	40,906.00
1	38,446.20	103.41	2,790.39	41,340.00
2	38,849.82	145.65	2,778.53	41,774.00
3	39,254.37	188.96	2,765.67	42,209.00
4	39,657.99	233.33	2,751.68	42,643.00
5	40,096.95	278.76	2,739.29	43,115.00
6	40,528.01	325.26	2,725.24	43,578.50
7	40,959.06	372.82	2,710.12	44,042.00
8	41,389.65	421.44	2,693.91	44,505.00
9	41,821.17	471.12	2,676.71	44,969.00
10	43,688.15	521.87	2,766.49	46,976.50
11	44,146.64	573.67	2,749.20	47,469.50
12	44,605.13	626.54	2,730.84	47,962.50
13	45,063.62	680.48	2,711.41	48,455.50
14	45,521.18	735.47	2,690.86	48,947.50
15	45,998.73	791.53	2,670.74	49,461.00
16	46,457.22	848.65	2,648.13	49,954.00
17	46,915.71	906.83	2,624.46	50,447.00
18	47,374.20	966.07	2,599.73	50,940.00
19	47,832.69	1,026.38	2,573.93	51,433.00
20	48,311.18	1,087.75	2,548.58	51,947.50
21	48,769.67	1,150.18	2,520.66	52,440.50
22	49,228.16	1,213.68	2,491.67	52,933.50
23	49,687.58	1,278.23	2,461.70	53,427.50
24	50,146.07	1,343.85	2,430.59	53,920.50
25	51,524.79	1,410.53	2,467.68	55,403.00
26	51,920.04	1,410.53	2,497.43	55,828.00
27	52,315.29	1,410.53	2,527.18	56,253.00
28	52,710.54	1,410.53	2,556.93	56,678.00
29	53,105.79	1,410.53	2,586.68	57,103.00
30	53,501.04	1,410.53	2,616.43	57,528.00
31	53,896.29	1,410.53	2,646.18	57,953.00
32	54,291.54	1,410.53	2,675.93	58,378.00
33	54,686.79	1,410.53	2,705.68	58,803.00
34	55,082.04	1,410.53	2,735.43	59,228.00
35	55,477.29	1,410.53	2,765.18	59,653.00
36	55,872.54	1,410.53	2,794.93	60,078.00
37	56,267.79	1,410.53	2,824.68	60,503.00
38	56,663.04	1,410.53	2,854.43	60,928.00
39	57,058.29	1,410.53	2,884.18	61,353.00
40	57,453.54	1,410.53	2,913.93	61,778.00

Master's Degree + National Board Certification

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	38,473.17	60.15	2,835.68	41,369.00
1	38,876.79	103.41	2,822.80	41,803.00
2	39,279.48	145.65	2,810.87	42,236.00
3	39,684.96	188.96	2,798.08	42,672.00
4	40,088.58	233.33	2,784.09	43,106.00
5	40,527.54	278.76	2,771.70	43,578.00
6	40,959.06	325.26	2,757.68	44,042.00
7	41,389.65	372.82	2,742.53	44,505.00
8	41,821.17	421.44	2,726.39	44,969.00
9	42,251.76	471.12	2,709.12	45,432.00
10	43,661.64	521.87	2,764.49	46,948.00
11	44,120.13	573.67	2,747.20	47,441.00
12	44,577.69	626.54	2,728.77	47,933.00
13	45,036.18	680.48	2,709.34	48,426.00
14	45,494.67	735.47	2,688.86	48,919.00
15	45,971.76	791.53	2,668.71	49,432.00
16	46,430.25	848.65	2,646.10	49,925.00
17	46,888.74	906.83	2,622.43	50,418.00
18	47,347.23	966.07	2,597.70	50,911.00
19	47,805.72	1,026.38	2,571.90	51,404.00
20	48,283.74	1,087.75	2,546.51	51,918.00
21	48,743.16	1,150.18	2,518.66	52,412.00
22	49,201.65	1,213.68	2,489.67	52,905.00
23	49,660.14	1,278.23	2,459.63	53,398.00
24	50,118.63	1,343.85	2,428.52	53,891.00
25	51,496.89	1,410.53	2,465.58	55,373.00
26	51,892.14	1,410.53	2,495.33	55,798.00
27	52,287.39	1,410.53	2,525.08	56,223.00
28	52,682.64	1,410.53	2,554.83	56,648.00
29	53,077.89	1,410.53	2,584.58	57,073.00
30	53,473.14	1,410.53	2,614.33	57,498.00
31	53,868.39	1,410.53	2,644.08	57,923.00
32	54,263.64	1,410.53	2,673.83	58,348.00
33	54,658.89	1,410.53	2,703.58	58,773.00
34	55,054.14	1,410.53	2,733.33	59,198.00
35	55,449.39	1,410.53	2,763.08	59,623.00
36	55,844.64	1,410.53	2,792.83	60,048.00
37	56,239.89	1,410.53	2,822.58	60,473.00
38	56,635.14	1,410.53	2,852.33	60,898.00
39	57,030.39	1,410.53	2,882.08	61,323.00
40	57,425.64	1,410.53	2,911.83	61,748.00

Education Specialist's/Doctor's Degree

Years	Base Salary	Retirement Off-Set	Retirement Fringe	Total Compensation
0	38,688.93	60.15	2,851.92	41,601.00
1	39,092.55	103.41	2,839.04	42,035.00

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2	39,496.17	145.65	2,827.18	42,469.00
3	39,900.72	188.96	2,814.32	42,904.00
4	40,304.34	233.33	2,800.33	43,338.00
5	40,743.30	278.76	2,787.94	43,810.00
6	41,174.82	325.26	2,773.92	44,274.00
7	41,605.41	372.82	2,758.77	44,737.00
8	42,036.00	421.44	2,742.56	45,200.00
9	42,467.52	471.12	2,725.36	45,664.00
10	44,793.45	521.87	2,849.68	48,165.00
11	45,251.94	573.67	2,832.39	48,658.00
12	45,710.43	626.54	2,814.03	49,151.00
13	46,168.92	680.48	2,794.60	49,644.00
14	46,626.48	735.47	2,774.05	50,136.00
15	47,104.50	791.53	2,753.97	50,650.00
16	47,562.99	848.65	2,731.36	51,143.00
17	48,021.48	906.83	2,707.69	51,636.00
18	48,479.97	966.07	2,682.96	52,129.00
19	48,938.46	1,026.38	2,657.16	52,622.00
20	49,417.41	1,087.75	2,631.84	53,137.00
21	49,875.90	1,150.18	2,603.92	53,630.00
22	50,334.39	1,213.68	2,574.93	54,123.00
23	50,793.81	1,278.23	2,544.96	54,617.00
24	51,252.30	1,343.85	2,513.85	55,110.00
25	52,651.95	1,410.53	2,552.52	56,615.00
26	53,047.20	1,410.53	2,582.27	57,040.00
27	53,442.45	1,410.53	2,612.02	57,465.00
28	53,837.70	1,410.53	2,641.77	57,890.00
29	54,232.95	1,410.53	2,671.52	58,315.00
30	54,628.20	1,410.53	2,701.27	58,740.00
31	55,023.45	1,410.53	2,731.02	59,165.00
32	55,418.70	1,410.53	2,760.77	59,590.00
33	55,813.95	1,410.53	2,790.52	60,015.00
34	56,209.20	1,410.53	2,820.27	60,440.00
35	56,604.45	1,410.53	2,850.02	60,865.00
36	56,999.70	1,410.53	2,879.77	61,290.00
37	57,394.95	1,410.53	2,909.52	61,715.00
38	57,790.20	1,410.53	2,939.27	62,140.00
39	58,185.45	1,410.53	2,969.02	62,565.00
40	58,580.70	1,410.53	2,998.77	62,990.00

In order to qualify and receive the money for the Bachelor's +15 or the Master's +15, the hours must be graduate or upper division hours, earned after the degree was awarded, and approved by the Superintendent. The teacher must submit the list of his/her hours (**on a color coded sheet provided by the Superintendent's Office**) and proof that the hours have been completed by September 15th of the current school year. In order to qualify and receive the money for the Master's, Education Specialist's, or Doctor's Degree, the teacher must submit a copy of the official transcript showing the advanced degree as well as proof of sending for the Oklahoma Certificate within 60 days of becoming eligible for that Certificate in order to receive compensation based on the date of the degree. The money for an Advanced Degree will be retroactive to the date of the degree as soon as the Oklahoma Certification is received by the Superintendent's office if the other qualifications are met. If you do not submit this documentation within 60 days you will be paid as of the date the certificate is received in the Superintendent's office.

GREAT EXPECTATIONS

(10/08/2001)

The Board will add \$150.00 to the base salary of each teacher that has successfully completed an approved Great Expectations Program Methodology course. To qualify, the teacher must submit a certificate of completion to the Superintendent’s office by September 1 of the current school year.

SUPPLEMENTAL PAY SCHEDULE

(08/12/2019)

(Percentage of Base Salary)

HIGH SCHOOL SUPPLEMENTAL PAY POSITIONS:

GROUP I: 3.75%

Annual
Speech & Drama

GROUP II: 2.50%

Student Council
Academic Team
National Honor Society
SADD
Science Club
FCCLA
Spanish Club
Newspaper
Art Club

GROUP IV: COACHES

Cheerleaders-Head.....8.50%
Cheerleaders-Asst.....4.25%
Football-Head (9-12).....14.75%
Football-Asst. (9-12).....6.25%
Softball-Head.....6.75%
Softball-Asst.....3.25%
Basketball-Head-Boys (9-12).....14.75%
Basketball-Asst.-Boys (9-12).....6.25%
Basketball-Head-Girls (9-12).....14.75%
Basketball-Asst.-Girls (9-12).....6.25%
Baseball-Head.....6.75%
Baseball-Asst.....3.25%
Track-Head-Boys.....6.75%
Track-Head-Girls.....6.75%
Soccer-Head-Boys (9-12).....6.75%
Soccer-Asst.-Boys (9-12).....3.25%
Soccer-Head-Girls (9-12).....6.75%
Soccer-Asst.-Girls (9-12).....3.25%
Summer Program.....\$10.00/hr.

MIDDLE SCHOOL SUPPLEMENTAL PAY POSITIONS:

GROUP I: 2.50%

Academic Team
National Junior Honor Society
SADD
Student Council
TSA

GROUP II: COACHES

Cheerleaders-Head.....4.25%
Cheerleaders-Asst.....2.13%
Football-Head.....6.00%
Football-Asst.....3.00%
Softball-Head.....4.50%
Softball-Asst.....2.25%
Basketball-Head-7-8 Boys.....6.00%
Basketball-Asst.-7-8 Boys.....3.00%
Basketball-Head-6 Boys.....2.25%
Basketball-Head-7-8 Girls.....6.00%
Basketball-Asst.-7-8 Girls.....3.00%
Basketball-Head-6 Girls.....2.25%
Baseball-Head.....4.50%
Baseball-Asst.....2.25%
Track-Head-Boys.....4.50%
Track-Head-Girls.....4.50%

OTHER:

Instrumental Music (Band) (6-12).....12.75%

Vocal Music (Choir).....	3.75%
Flag Corps.....	1.75%
Title I (K-5).....	5.00%
Title I Reading and Math (6-8).....	5.00%
Counselor (10-month).....	10.00%
Teacher Consultant.....	\$500.00
AdvancED/North Central Chairperson (NCA).....	2.50%
Home Bound Teacher.....	3 – 1 hr. visits per week at \$25.00 per hour plus mileage
After-School Detention.....	\$12.50
Saturday Detention.....	3 hrs. X \$25.00/hr. = \$75.00
Gatekeeper at Ballgames.....	\$10.00 per hour
(duties include selling tickets through halftime of last game, counting tickets, counting and bundling/rolling money.)	
Timekeeper at Ballgames.....	\$25.00 per night
Scorekeeper at Ballgames.....	\$25.00 per night

RETIREMENT
(10/13/2014)

For the 2014-2015 school year, the Board will pay each teacher's contribution to the Oklahoma Teachers Retirement System, as part of total compensation.

DENTAL INSURANCE
(10/13/2014)

For the 2014-2015 school year, the Board will provide a dental insurance program (Oklahoma State and Education Employees Group Insurance) for all active certified teachers, who work four (4) hours or more per day and pay one-third (1/3) of the premium amount for the HealthChoice Dental plan for an individual offered by the State and Education Employees Group Insurance Board for each teacher who elects to join the school dental insurance program.

USING TEACHERS AS SUBSTITUTES
(10/08/2007)

When a teacher must be gone for a major portion of the day due to illness or a school function, the administration of the school shall provide a substitute for the person who is gone. In those cases where substitutes are not available, regular teachers will serve as substitutes with compensation until the administrator in charge can provide a substitute.

Compensation will be calculated at the rate of \$10.00 an hour.

Any portion of an hour substituted shall be paid as a complete hour taught.

Assistant coaches that are assigned to a sport during their plan time shall be compensated at the rate of \$10.00 per period during the in-season of the sport.

REIMBURSEMENT FOR COLLEGE HOURS
(08/12/2019)

Teachers employed by the Commerce Pubic Schools shall be reimbursed one-hundred dollars (\$100.00) for each hour of graduate college credit.

The following stipulations will apply:

1. The teacher is an employee of the district at the time of completion of the course.
2. Prior approval by their building Principal and Superintendent.
3. Evidence of satisfactory completion of the course.
4. Course applies to their teaching field or toward certification, or degree completion.

DUES
(10/08/2001)

Each teacher shall be provided with payroll deduction of OEA/NEA dues within thirty (30) days after the payroll office receives the payroll deduction authorization and continue at the appropriate monthly rate through the teacher's June pay warrant. This is to include current members, new members and those who join late in the year.

PAYCHECK OPTIONS
(10/10/2005)

A teacher will have the option to receive the balance of their earned compensation on June 25 or continuing payment on the twelve-month schedule. To receive the balance of their earned compensation on June 25, the teacher must notify the Superintendent in writing on or before May 25 that the teacher chooses to receive the balance of their compensation on June 25. Otherwise, the teacher will be paid on the established twelve-month schedule.

SICK LEAVE
CERTIFIED PERSONNEL
(REGULATIONS)
(08/09/2016)

The board of education shall provide sick leave benefits to all certificated personnel in order to promote a sense of security and permit an ease of mind that is essential to the satisfactory performance of professional services. The board sets forth the following provisions for administering this policy:

1. The superintendent or designee shall administer this plan.
2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, or injury, illness or death in the immediate family without loss of salary not to exceed ten days during each school year. The right to such sick leave shall be vested at the beginning of the school year. Certificated employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve-month contract shall receive twelve days. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
3. Unused sick leave shall be cumulative to a total of one-hundred twenty days and is transferable to any other school district in Oklahoma. Up to a maximum of one-hundred twenty days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
4. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick leave benefits. Appropriate evidence may include the following:
 - A. Physician's statement endorsed by the employee
 - B. Employee statement endorsed by the principal or immediate supervisor
 - C. Other information as may be indicated by the circumstances
5. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the superintendent in the following situations:
 - A. Sick leave claim on days of unusual or inclement weather
 - B. Sick leave claim during the last four weeks of employment
 - C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends
 - D. Reasonable cause exists to believe that sick leave benefits are being abused
6. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount that would be paid a substitute teacher for a maximum of 20 days.
7. After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for up to 12 work weeks of unpaid leave under the family medical leave policy.
8. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.
9. The district will pay career teachers for unused sick leave, accumulated in the district, at the rate of fifty (\$50.00) dollars per day, upon retirement, or termination of contract due to uncontrolled illness or death. A retiring teacher must notify

the board of education in writing by registered or certified mail that the teacher does not desire to be reemployed in the school district for the ensuing year by April 25 if retirement eligibility has been established by the Teacher's Retirement System (TRS) prior to April 15 in order to receive this benefit. If retirement eligibility has not been established by (TRS) prior to April 15, the teacher will have ten (10) days after retirement eligibility has been established by TRS to notify the board of education in writing by registered or certified mail that the teacher does not desire to be employed in the school district for the ensuing year in order to receive this benefit.

NOTE: The term "immediate family" has been defined as spouse, children, step-children, legal ward, father, mother, brother, sister, grandparents, grandchildren and corresponding in-laws.

REFERENCE: 70 O.S. §6-104
70 O.S. §6-147
Atty. Gen. Op. No. 84-12
Atty. Gen. Op. No. 91-632

SICK LEAVE SHARING PROGRAM (08/09/2016)

- A. For the 2015-2016 school year, the board of education will establish a leave sharing program for all district employees. The program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
- B. As used in this section:
1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee;
 2. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
 3. "Severe" or "extraordinary" means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom; and
 4. "District employee" means a teacher or any full-time employee of the school district.
- C. A district employee may be eligible to receive shared leave pursuant to the following conditions:
1. The board of education determines that the employee meets the criteria described in this section; and
 2. The employee has abided by district policies regarding the use of sick leave.
- D. A district employee may donate annual leave to another district employee only pursuant to the following conditions:
1. The receiving employee has exhausted, or will exhaust, only sick leave earned pursuant to 70-6-104 due to pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household member.
 2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
 3. The board of education of the district permits the leave to be shared with an eligible employee;
 4. The donating employee may donate any amount of sick leave provided the donation does not cause the sick leave balance of the donating employee to fall below eighty (80) hours.
 5. District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- E. The board of education of each school district shall determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of one hundred (100) days of shared leave during total district employment.
- F. The board of education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- G. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.
- H. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- I. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- J. All sick leave available for use by the recipient must be used prior to using shared sick leave.
- K. Any shared sick leave not used by the recipient during each occurrence as determined by the board of education shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the sick leave balance of each donor.
- L. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the leave-sharing program.

M. Solicitations for donated leave shall only be made through designated administrative channels.
(70-6-104.6)

FAMILY MEDICAL LEAVE
(08/09/2016)

If the district employs 50 individuals, the district is required to provide eligible employees with leave under the auspices of the Family Medical Leave Act (FMLA).

In order for school district employees to qualify for FMLA leave, three conditions must be met:

1. The school district must have 50 or more employees on the payroll for 20 workweeks during the current or preceding calendar year.
 2. At least 50 employees must work within 75 miles of the district's worksite for the district to be covered; and
 3. The employee must have worked for the school district for at least 12 months and for at least 1,250 hours during the last year.
- A. Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:
1. Birth, adoption, or foster placement of a child by an employee;
 2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition;
 3. For a serious health condition the employee is experiencing;
 4. To care for a covered family service member with a serious illness or injury incurred in the line of duty on active duty;
or
 5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

Before an employee will be placed on unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave, and vacation time. Such sick leave, personal leave, and vacation time will be deducted from the 12 workweeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to 12 weeks if the leave is taken (1) for the birth or adoption of a child or (2) to care for a sick parent. The right to take leave for the birth or placement of a son or daughter expires 12 months after the birth or placement with the employee. Eligible employees who are family members of covered service members with a serious illness or injury incurred in the line of duty on active duty will be able to take up to 26 workweeks of leave in a single 12-month period. Sick leave, personal leave, and vacation leave will be deducted from the 26 workweeks of eligibility.

Verification:

The District retains the right to require verification by the appropriate health care provider. It is the responsibility of the teacher to provide a copy of such verification to the District when requested.

Proper verification shall state:

1. Date on which the condition began;
2. The probable duration of the condition;
3. The medical opinion of the health care provider;
4. For leave requested under A.2 or A.4, a statement that the teacher is needed to care for the appropriate individual;
5. For leave requested under A.3, a statement that the teacher is unable to perform the functions of the position;
6. The District may obtain any other information allowed by the Family Medical Leave Act (FMLA).

Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide 30 days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premiums, the employee will continue to pay the same rate while on leave.

NOTE: During FMLA leave, a board has no obligation to continue to give an employee any benefits other than health insurance, and those benefits thus may be discontinued during the leave. A board may decide whether to extend continuation of coverage to life, dental, and vision insurance, but should know extensions are not required by the FMLA and there can be a substantial cost to the district in doing so. One option that is cost effective and still protects employees while they are on unpaid leave is to permit employees to retain ancillary insurances by reimbursing the district for the full cost of the premiums during the leave period. No benefits or seniority accrues during leave. The district may require documentation from the employee's physician that the employee is able to return to work. FMLA will run concurrently.

REFERENCE: 29 CFR pt. 825
PL 103-3

PERSONAL BUSINESS LEAVE (09/13/2016)

The Board of Education shall provide up to three (3) days per school year for personal business leave for teachers. Such leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends. Personal business leave is noncumulative.

Requests for personal business leave shall be made in writing and in advance when possible. If advance request is not possible, the written request shall be filed within one day after returning to work. The request shall include a signed statement that the leave was not used for personal entertainment, recreation, gainful employment, or to seek another position. The request shall be considered by the principal and the superintendent who shall approve or disapprove.

The types of situations that may qualify for personal business leave are varied. The following examples serve only as guidelines:

1. Family illness other than immediate family (Note: immediate family is covered under sick leave)
2. Emergency business transactions
 - A. Loan closings
 - B. Other banking matters
 - C. IRS reviews
3. Legal Matters
 - A. Meetings with an attorney for personal, spouse, or children's business
 - B. Court appearances
 - C. Settling of estates
4. Miscellaneous
 - A. Attend business convention with spouse
 - B. Military obligations
 - C. Attendance at a school activity if son or daughter is participating
 - D. Attending funerals
 - E. To attend to a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention.
 - F. District employee who is affected by man-made or natural disaster if the domicile of the employee or the domicile of a relative of the employee was damaged or destroyed as a result of the disaster.

The following are types of absences that will NOT be approved for personal business leave:

1. Pleasure trips or vacations
2. Seeking other employment
3. Participating in political or social activities
4. Performing any service for compensation

Special permission from building principal, or their designee, will be required for personal business leave under the following circumstances:

- On the first or last day of approved school calendar of school year.
- Before or after a school holiday or vacation.
- On an in-service day, parent-teacher conference day, or professional/staff development day.

If a teacher is absent from his or her duties due to personal business leave, the teacher shall receive his or her full contract salary less the amount:

1. actually paid a certified substitute teacher for his or her position if a certified substitute teacher is hired; or
2. normally paid a certified substitute teacher for his or her position if a certified substitute teacher is not hired.

The Board feels that it is important that the regular teacher be in the classroom rather than a substitute teacher. For this reason, the Board will pay \$210.00 (\$70.00 for each day of the three personal business leave days) as incentive for the teacher to remain in the classroom rather than taking personal business leave. This \$210.00 will be paid by separate check in September. However, the cost of hiring a certified substitute teacher will be deducted from the following month's check as provided for above when a teacher is absent due to personal business leave.

BEREAVEMENT LEAVE

(01/12/2004)

Each employee in the Commerce School System shall be granted up to three (3) days bereavement leave, without loss of pay, and such leave shall apply to each occurrence of death to members of the immediate family. Immediate family includes spouse and the employee's or spouses' (living or deceased): children, grandchildren, parents, grandparents, brothers, sisters, aunts, and uncles.

Each employee in the Commerce School System shall be granted up to one (1) day bereavement leave, without loss of pay, and such leave shall apply to each occurrence of death to nieces, nephews, and the blood related natural parent/grandparent of an employee's minor child. The employee may request additional bereavement leave due to the death of nieces and nephews. The additional days will be deducted from the employee's sick leave.

JURY DUTY

(08/09/1982)

A leave of absence shall be granted to all employees, certified personnel, who are called to jury duty. Substitutes shall be provided by the district. Compensation for jury duty may be forfeited to the district, at the discretion of the Board of Education (less mileage).

TEACHER'S WORKSHOPS

(08/05/1991)

Workshops that certified staff are asked to attend by the Administration of Commerce District will be paid by the district without loss of pay. The cost of the substitute will be paid by the district.

Workshops that certified staff want to attend without the request of the Administration must be filled out on an instructor request and approved by the building principal. The certified staff member must give at least (1) week's notice to building principal. The cost of the substitute will be paid by the individual member plus other expenses associated with the workshop. Teachers will not be allowed to attend more than two (2) days of workshops per year other than provided by staff development.

Those that attend will share with staff their ideas and information gained from workshops at faculty meetings.

RELEASED TIME

(09/11/1989)

All certified personnel who are currently serving on state committees and commissions and those elected or appointed in the future, shall be granted a maximum of three (3) days per school year, non-accumulative, to attend meetings necessary to their committee position. They will be required to pay the cost of the substitute for each day released.

DETAILED REPORT OF ATTENDANCE RECORD

(08/12/2019)

All certified personnel will have access to their individual leave information through the Wen-GAGE Employee Portal at <https://ok.wengage.com/Commerce>. (Username and Password required, which may be obtained from the central office)

SCHOOL CALENDAR AND IN-SERVICE

(08/12/1996)

A Committee consisting of the Superintendent, CACT president, principals, and CACT building representatives from each of the district's schools will meet in January before the NEO/Vo-Tech's planning meeting to determine the best dates for in-service meetings, holidays, breaks, snow days, and other similar exceptions in the school year.

In the spring of the year, the superintendent would call a meeting of the principals and the CACT representatives, with a one-week notice, for the purpose of establishing the school calendar. The administration and CACT will recommend a mutually agreeable calendar to the school board.

SCHOOL CALENDAR

(08/30/1993)

The Commerce School District shall make an effort to dismiss on January 2 if it falls on a weekday.

WORK DAY

(11/13/2017)

The length of the work day for all certified personnel shall be 7.75 continuous hours per day between the hours of 7:45 a.m. and 3:45 p.m. Teachers may be required to remain beyond the work day to attend the following activities related to the proper functioning of the school: faculty meetings, parent conferences, open house, middle and high school teachers at graduation exercises at their respective buildings, and elementary teachers at the annual physical education program. The teacher agrees to carry out the following obligations: (1) To be in the building where the teacher is to work during the hours designated by the Board unless previously excused by the Administration and (2) To attend all teachers' meetings called by the Superintendent or Principal. Except in emergency situations, teachers shall be notified of meetings or conferences by the day prior to the meeting.

TEACHER WORK YEAR

(08/12/2019)

The teacher work year shall consist of not less than one hundred eighty (180) days.

For the 2019-2020 school year only, the teacher work year shall consist of not less than one hundred sixty-nine (169) days.

PLANNING PERIODS

(08/09/2016)

A minimum of 200 minutes of scheduled time shall be provided each week for each elementary and middle school classroom teacher for individual planning and/or preparation and consultation. A minimum of 225 minutes of scheduled time shall be provided each week for each high school classroom teacher for individual planning and/or preparation and consultation during the instructional day.

TEACHER LESSON PLANS

(09/13/1999)

Lesson plans will be due Friday the week before and no later than the beginning of first period Monday morning the week of the lesson plans.

CAMPUS RESTRICTION FOR CERTIFIED PERSONNEL

(10/08/2001)

No certified personnel shall leave school during the school day without obtaining permission from the building principal, or should the principal be away, the person so designated for this reason.

All teachers who are not on required duties at lunch time may be given the lunch period and planning periods to use for personal times (go to the bank, post office, etc.), providing they are back and ready for class by the end of the lunch or planning period.

CLASS ASSIGNMENTS

(04/14/1980)

Each teacher on the professional staff shall be informed in writing of his/her class assignment and sponsorship for the succeeding year on or before May 15 of the current school year or upon contract presentation, whichever comes first. We recognize that when unforeseeable circumstances arise, reassignment may be necessary and this is acceptable. This is binding to teachers as well as the Board of Education. However, a teacher who has been reassigned shall be consulted of his/her class preference prior to assignment the following year.

JOB OPENINGS

(08/09/2016)

Any job openings that occur in the Commerce School system shall be posted on the Commerce Public Schools website and in the office of and by the respective building principal and updated, as further openings become available. Equal consideration will be given to teachers already in the system.

REDUCTION-IN-FORCE CERTIFIED PERSONNEL

(09/13/2016)

It is the policy of the Commerce Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level may be based on any of the following conditions:

- Decrease in revenue,
- Decrease in student enrollment,
- Changes in educational programs or curriculum,
- Cancellation of programs, or
- Any other circumstances determined by the board.

Definitions

Career teacher means a teacher who:

- a. for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title, has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or
- b. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. § 6-101.10 :
 - (1) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved qualitative and quantitative rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. § 6-101.16 of this act for at least two (2) of the three (3) school years, with no rating below "effective",
 - (2) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged qualitative and quantitative ratings of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or
 - (3) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;

Probationary teacher means a teacher who:

- a. for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. § 6-101.10, has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or
- b. for teachers employed for the first time by a school district under a written teaching contract after, full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. §6-101.10 has not met the requirements for career teacher as provided in paragraph 4 of 70 O.S. § 6-101.3.

In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. Reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.
2. The order of termination will be as follows:
 - A. A probationary teacher in an eliminated position will be terminated first.
 - B. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary teacher.
 - C. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have such a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.
 - D. If there is more than one career teacher assigned to the position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
 1. Certification in a retained teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher.
 2. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
 3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - a. Years of teaching experience in the retained position in the local school district.
 - b. Academic degree status:

A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.
 - E. If there is more than one probationary teacher in the position being reduced, the criteria listed in D, 1 through 3, will be used in determining which probationary teacher will be retained.

Personnel whose employment is terminated under the provisions of this policy shall be given priority for reemployment to fill subsequent vacancies in positions for which they have standard certification. Such reemployment shall be in reverse order of termination according to the provisions of this policy. Priority for reemployment shall extend up to one year.

Any person terminated under the provisions of this policy who wishes to be considered for future vacancies must make formal application for a teaching position and must notify the superintendent by certified mail, restricted delivery, within ten (10) days following final board action on the termination, of the teacher's desire to remain an active applicant for a teaching position.

USE OF SCHOOL FACILITIES

(05/14/1980)

The Association will have the right to use school facilities and equipment for teacher association meetings at reasonable times.

LOUNGE FACILITIES

(04/14/80)

The Commerce School District I-18 will install an extension at each school building placing that telephone in the teachers' lounge.

SMOKE-FREE WORKPLACE

(04/13/1993)

The Commerce School District shall prohibit smoking in all areas of each school building.

TEACHER RESTROOM FACILITIES

(09/11/1989)

The Board of Education will provide restroom facilities separate from those for students for teachers and certified personnel in their respective buildings.

SOFT DRINK MACHINE

(09/11/1989)

The Commerce School District, Board of Education, I-18 will have a soft drink machine placed in the teacher's lounge/workroom of each building.

Stipulation: Under no circumstances will drinks be removed from the lounge/workroom. Any violation of this rule will result in the removal of the machine.

KEYS FOR TEACHER'S WORK PLACE

(01/14/1991)

The Commerce School District I-18 will provide a key(s) that will provide access to the teacher's building(s) and classroom. Upon request and approval of building principals, teachers may check out keys to teachers' lounge.

MULTIPLE MOVES BETWEEN BUILDINGS

(08/05/1991)

The Administration will try to keep all moves between buildings to a minimum. Moves will be determined by the following:

- A. Certification of staff to meet the needs of Commerce Public Schools.
- B. Scheduling of classes to meet student needs.

BUS DRIVER'S FEE

(08/05/1991)

The Commerce School District I-18 will pay bus driver fees for all school required or sponsored educational activities with approval of building principal.

VOLUNTEER TEACHER ASSISTANTS

(08/30/1993)

The Commerce School District and the Association shall seek volunteers to fill regularly scheduled times totaling twelve (12) hours per building per week to assist certified personnel. The main duties of the volunteers shall consist of duplicating, collating, and filing. The volunteers will not be used for grading student papers.

DRUG AND ALCOHOL TESTING

(09/13/1999)

The Board proposes to develop a drug and alcohol testing policy for all employees. The policy would be patterned after the Department of Transportation drug and alcohol testing policy, which provides for pre-employment drug testing, random drug and alcohol testing, and reasonable suspicion drug and alcohol testing.

STUDENT AIDES AT THE HIGH SCHOOL

(10/08/2001)

The Commerce School System will allow seniors who are concurrently enrolled in college classes to be assigned as aides to assist in the office, the library, and classrooms during their off days. Students will receive no credit for their service. Teachers may have one student for one hour per day to assist in tasks not involving the assigning of student grades. The office may be assigned one aide per hour to also be shared with the library. The enrollment of a student as an aide is subject to the approval of both the office and the teacher involved.