

2020-2021

Negotiated Agreement

between

Norman Public Schools Board of Education

and

Professional Educators of Norman

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ARTICLE I – GENERAL CONTRACT

Section 1 – Duration of Agreement

- 1.1 This Agreement will become effective upon approval by the Board and will remain in full force and effect for the 2020-2021 fiscal year. If this Agreement is ratified after the beginning of the fiscal year, the terms and conditions of this Agreement will be retroactive to July 1, 2020.
- 1.2 In the event a successor Agreement has not been ratified or otherwise finalized by 2020-2021 fiscal year, the current Agreement shall remain in full force and effect until such time as a successor Agreement is ratified or otherwise finalized in accordance with the provisions of the Procedural Agreement, or until the end of the 2020-2021 fiscal year whichever is sooner.

Section 2 – Procedural Agreement

- 2.1 The Procedural Agreement for Negotiations between the Norman Board of Education and the Professional Educators of Norman, agreed upon and effective June 18, 2001, will be attached as an Appendix to this Agreement for information purposes only. (See Appendix).

Section 3 – Definitions

- 3.1 The following definitions will apply throughout this Agreement:

Administrative Leave - Suspension of a certified employee with pay.

Administrator – Any person who devotes a majority of his/her time to service as a superintendent, principal, assistant principal or in any other administrative/supervisory capacity in the District.

Admonishment - A formal reprimand that is included in the teacher’s personnel file.

Agreement or Negotiated Agreement – This document duly negotiated in accordance within the supervisions of the Procedural Agreement.

Association – The Professional Educators of Norman (PEN)

Association President – The elected president of the Professional Educators of Norman (PEN).

Board – The Norman Public Schools Board of Education.

Career Teacher – A duly certified teacher who has completed three (3) or more consecutive, complete years of teaching service in Independent School District No. I-029, Norman Public Schools, Cleveland County, Oklahoma, under a written teaching contract, as provided by law.

Conference – Administrative meetings, IEP’s, evaluations, and parent contact.

Days – Days shall mean calendar days unless otherwise specified in this Agreement.

District – The Norman Public Schools, District No. I-029 of Cleveland County, Oklahoma.

Duty Free – Free of an assigned duty and/or without student supervision.

Fact Finding - Having the purpose of discovering and establishing the facts of an issue.

Immediate Supervisor – The Principal or other Administrator to whom teachers are directly responsible.

Letter of Understanding - A written summary of a previous meeting provided to a teacher that is non-disciplinary in nature and not included in the teacher’s personnel file.

Licensed Teacher – An entry-year teacher not holding a teaching certificate.

Plan for Improvement - Board policy P3003: The purpose of the Plan for Improvement is to provide the teacher with information on specific deficiencies which exist in the minimum performance expectations. Included in the plan will be recommended measures the employee will take to improve, assistance to be afforded by the district, assistance requested by the teacher, methods to be used to determine whether or not adequate improvement has been made and the time allowed for improvement (not to exceed (2) months).

Probationary Teacher – An entry-year or duly certified teacher who has completed less than three (3) consecutive, complete years of teaching service in the District under a written teaching contract as provided by law.

School – Any work location at which teachers perform their job functions.

Seniority – The length of continuous contracted employment in the District (Granted leave is not a break in services unless the employee does not return).

Superintendent – The chief administrative Officer of the District.

Teacher – Employees who are required by the position for which they are employed to be licensed or certified as teachers or entry year teachers, as those terms are defined in Title 70 Section 1-116 of Oklahoma Statutes, and who do not hold supervisory authority with respect to other teachers in the District.

Section 4 – Contract Reference

- 4.1 This Agreement will be incorporated by reference into each teacher’s individual teaching contract.

Section 5 – Savings Clause

- 5.1 If any provision of this Agreement is found to be contrary to law, that provision shall be severed from this Agreement, and all other provisions of the Agreement shall remain in full force and effect. The Board and the Association may, by mutual agreement, decide to commence negotiations within thirty (30) days to replace the severed part. If such negotiations are not commenced, either the Board or the Association may propose a replacement for the severed part at the next annual negotiations, as provided in the Procedural Agreement.

Section 6 – Access to Agreement

- 6.1 After this agreement has been ratified or otherwise finalized, the Board and the Association shall place on the District website and make available to every teacher in the district through the District website, in a timely manner, a complete copy of this Agreement.
- 6.2 Representatives of the Board and the Association shall proofread the Agreement prior to it’s posting on the District website.

ARTICLE II – CONDITIONS OF EMPLOYMENT

Section 1 – Work Year/Work Day

- 1.1 For the 2020-2021 school year, the work year for teachers shall be one hundred eighty-two (182) days, except for teachers new to the District who will work one hundred eighty-six (186) days.
 - A. The work year for teachers shall consist of one hundred seventy-five (175) days of instruction which includes two (2) parent-teacher conference days, five (5) professional days, and two (2) non-student workdays. Meetings that are scheduled by site or district administrators on non-student workdays must be approved by the Superintendent or his/her designee.

- B. In addition, teachers new to the District shall report for orientation four (4) days prior to the starting date for other teachers.
 - C. Teachers required to work in the same assignment more days than specified above will be compensated based upon a daily rate of pay basis.
- 1.2 Provided that assigned duties and professional responsibilities related to the proper functioning of the school do not require otherwise, teachers shall report to work in their assigned buildings and be available for duty twenty-five (25) minutes before the beginning of the teacher's normal student day and shall remain at work until twenty (20) minutes after the end of the teacher's normal student day. Assignments and professional responsibilities required beyond the normal work day shall be reasonable in frequency and duration. Meetings shall normally be no more than one (1) hour in length except for extenuating circumstances. When required by extenuating circumstances, appropriate notice shall be provided to the faculty. Meeting agendas shall be provided in advance whenever possible.
- 1.3 At Elementary sites, after annual review and receiving input from administration and faculty representatives, the principal shall develop and discuss with the faculty a plan for supervision of students before the instructional day.
- 1.4 Teachers assigned to teach six class periods at the high school level, or zero hour at the middle school, shall receive extra compensation of \$2,000.00 per semester. In making such assignments principals will consider the language from section 8.1 of this agreement. Principals will also consider a teacher's preference related to the teaching of a sixth section during the day; however, the principal retains the right to make the assignment to meet the best interests of the student and the total school program.

Section 2 – Duty Assignments

- 2.1 After annual review and receiving input from administration and faculty representatives, the principal shall discuss the schedule at a faculty meeting and assign teachers to supervisory duties on an equitable basis and post all duty schedules in a prominent place. When teachers are assigned to more than one (1) school, after receiving input from and discussion with the teacher(s), the principals of the schools involved shall coordinate their scheduling of duties.

Section 3 – Duty Free Lunch Period

- 3.1 Teachers shall be scheduled for a minimum of one hundred-fifty (150) minutes of duty-free lunch per week, with a guaranteed minimum of twenty (20) minutes per day.

- 3.2 Occasionally, teachers may be required to forego scheduled duty-free lunch time to accept responsibilities related to the proper functioning of the school.

Section 4 – Planning Time and Conference Time

- 4.1 Elementary classroom teachers shall be scheduled for not less than two hundred (200) minutes weekly for planning/conference time during the student day.
- 4.2 Middle school classroom teachers shall be scheduled for one (1) class period daily for planning/conference time.
- 4.3 High school classroom teachers shall be scheduled for one (1) class period daily for planning/conference time.
- 4.4 The use of planning/conference time for school improvement activities is limited to no more than three (3) days during a five (5) day workweek except for extenuating circumstances. These meetings shall be reasonable in frequency and duration.
- 4.5 Due to the flexible nature of their position, planning/conference time is not scheduled for non-classroom teachers, however it is understood that they shall have adequate time to complete responsibilities specific to their job assignments.
- 4.6 It is recognized that at times situations may arise during the school day that require a teacher to be absent from his/her class. It is the responsibility of the site principal to see that the class is supervised adequately; therefore teachers may be requested to forego scheduled planning/conference time to assist with such supervision. An accurate record of all classes supervised shall be kept at each site. To the extent possible, the assignment of teachers to such supervision will be done on an equitable basis.
- 4.7 Teachers shall be compensated for the loss of their individual planning/conference time in accordance with Section 5, Article 5 when a teacher is required by a site principal to forego planning/conference time to cover the responsibilities of an absent teacher for whom a substitute was not hired.
- 4.8 Occasionally, teachers may be required to forego scheduled planning/conference time to accept responsibilities related to the proper functioning of the school.

Section 5 – Required Use of a Personal Vehicle

- 5.1 When travel has been authorized by the District for the performance of official teaching duties and a teacher uses his/her own vehicle in the performance of those

duties, the District shall pay mileage at the prevailing per-mile rate approved by the Internal Revenue Service.

Section 6 – School Sponsored Events

- 6.1 Teachers shall be admitted to all school sponsored events at no cost to the teacher.

Section 7 – Personnel Files

- 7.1 An Official Personnel File shall be maintained at the Administrative Services Center.
- 7.2 Principals may maintain a Site Accreditation File and a Working File, however materials that may be used as a basis for disciplinary action must be forwarded to the Official Personnel File before they may be used in any disciplinary action. Further, no materials from the Working File will be transferred to another Principal if a teacher is transferred to another building.
- 7.3 Teachers shall have the right to review the contents of the teacher's Official Personnel File with the exception of employee reference and other confidential materials. A representative, at the teacher's request, may accompany the teacher in this review. Such review may occur only during the teacher's non-working hours and/or scheduled planning time. Said inspection shall be at a time and a manner mutually acceptable to the teacher and the Assistant Superintendent of Personnel and shall be requested at least twenty-four (24) hours in advance.
- 7.4 Materials that may adversely affect a teacher's employment status may not be placed in the teacher's Official Personnel File unless the teacher has had an opportunity to review the materials. The teacher will acknowledge that he/she has had the opportunity to review such materials by offering his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. Within ten (10) days after reviewing the materials, the teacher will have a right to submit a written answer to such materials and the answer will be attached to the file copy.
- 7.5 Materials of reprimand or admonishment may be removed upon mutual agreement of the teacher and the Assistant Superintendent of Personnel. Normally the severity of the issue will determine the length of time it remains in the file. If removal is requested and denied, a reason shall be given.
- 7.6 Anonymous materials shall not be placed in a teacher's Official Personnel File.

Section 8 – Assignment and Transfer

- 8.1 Criteria

Teachers shall be assigned within the scope of their certification as prescribed by the rules and regulations of the State Board of Education. Assignments will be made in order to best meet the needs of students and the total school program. When making assignments, criteria such as the following may be considered:

- A. Contribution which the teacher can make to the total school program in a specific position.
- B. Certification and qualifications of the teacher for the assignment.
- C. Opportunity for the teacher's professional growth.
- D. The teacher's length of service to the District.
- E. The teacher's length of service at the school site.

8.2 Posting of Vacancies

- A. All vacancies shall be posted at the Administrative Service Center and on the District website. A vacancy will remain open for seven (7) school days following the posting of the vacancy, except when the immediate filling of a vacancy is necessitated by student needs.
- B. Qualified applicants already in the District who apply for a vacancy will be considered for a vacant position before applicants from outside the District are employed. Teachers who are interviewed, but are not selected, shall be notified of their non-selection within ten (10) working days of filling the position.

8.3 Teachers on temporary contract will receive written and verbal notification that:

- A. They will be recommended for rehire; or
- B. The position will be posted, and they will be considered as a candidate for rehire; or
- C. They will not be recommended for rehire;

Such notification will occur as soon as the principal determines the status of the employment, or prior to posting the position.

8.4 Reassignments and Transfer

- A. Teachers shall be notified of their tentative assignment for the ensuing year prior to the last day of school, if possible.

- B. In the event a change is necessary during the summer months, teachers shall be notified as soon as possible.
- C. Teachers desiring to change assignments within the same school site shall notify the principal in writing on the official District form. While teachers shall have the right to volunteer for reassignment to a particular position, it is recognized that the final decision will be made by the appropriate administrator.
- D. Teachers desiring to change assignments by moving to a different school site shall make application through the appropriate process. While teachers shall have the right to volunteer for transfer to a particular site, it is recognized that the final decision will be made by the appropriate administrator and deadlines may limit a teacher's opportunity to move to a different site.
- E. Whenever the need arises to involuntarily transfer a teacher to a different school site, the teacher shall be verbally notified as soon as possible, and told the reason for the transfer.

Section 9 – Protection of Teachers

- 9.1 All conferences and interactions between administrators and teachers shall be conducted in a professional manner. A teacher may stop a meeting to request representation if the teacher believes the subject of the meeting may be disciplinary or may lead to adverse employment action.
- 9.2 Teachers shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authorities. Teachers' concerns shall be reported to the building administrator who shall then take appropriate action.
- 9.3 The procedure for handling complaints by a teacher regarding threats of harm by a student, parent or guardian, or other forms of harassment by a parent or guardian shall be developed by the District and included in the Administrative handbook at each site.
- 9.4 Any teacher who is threatened with harm by a student, parent or guardian, or otherwise harassed by a parent or guardian while performing his/her duties shall notify the principal in writing. The principal shall notify the proper authorities, if necessary, provide whatever assistance is necessary, update the teacher in an expeditious manner as to the status of the investigation and provide the teacher with documentation as to the action taken. Furthermore, if the principal becomes aware that a teacher has been threatened with harm, he/she will notify that teacher.

- 9.5 Any student who threatens harm or assaults a teacher, and is removed from the class, shall not be readmitted to the teacher's class or extracurricular activity without communication between the teacher and the immediate supervisor or appropriate administrator.
- 9.6 Any student who has been suspended for a violent offense which is directed towards a classroom teacher shall not be allowed to return to that teacher's classroom without approval of that teacher.
- 9.7 Any teacher who is unable to continue his/her contract of employment as a result of injury sustained in the reasonable performance of his/her duties from: assault by a pupil, relative of a pupil or person of the pupil's household; or injury sustained as a result of quelling or attempting to quell or stop a fight, disorder and/or disturbance related to a school function or activity, shall be paid his/her full contract salary for the period of time as he/she is prevented from working as a result of injuries sustained during the performance of his/her duties up to the remainder of the contract year in which he/she was injured. No sick leave days shall be charged against the teacher. The implementation of this paragraph is subject to State Workers Compensation rules and regulations.

Section 10 – Right to Representation

- 10.1 Teachers shall have the right to be accompanied by a member of the Association or another representative at all site level disciplinary conferences including, but not limited to when the teacher is receiving a written reprimand or other written disciplinary action. The representative shall be present as an observer and may only participate in the conference with the mutual agreement of the teacher and the administrator.
- 10.2 During such site level conferences the teacher may ask clarifying questions. At any time during the conference, at the request of the teacher or representative, a caucus of no more than fifteen (15) minutes shall be held.
- 10.3 The site level administrator shall give at least forty-eight (48) hours notice of the scheduled conference, except in those instances where, in the judgment of the administrator, the seriousness of the situation requires immediate attention, and shall notify the teacher of the specific nature of the subject to be discussed. At least twenty-four (24) hours prior to the conference, the teacher shall notify the appropriate administrator of the teacher's intent to be accompanied by a representative. At least twelve (12) hours prior to the conference, the administrator shall notify the teacher if people other than the administrator will be present.
- 10.4 Teachers shall have the right to be accompanied by a member of the Association or another representative at all district level disciplinary conferences. The

representative shall be present as an observer and may only participate in the conference with the mutual agreement of the teacher and the administrator. All conferences shall be conducted in a professional manner.

Section 11 – Complaints against Teachers

- 11.1 When an administrator receives or has a complaint about a teacher that the administrator deems to be valid, a conference will be held between the administrator and the teacher, in a timely manner, to discuss the complaint before any written disciplinary action is taken.
- 11.2 Anonymous complaints will not be used as the basis for any action against a teacher without an investigation having substantiated the complaint.
- 11.3 If an administrator determines an admonishment is warranted it will be issued in a timely manner.

Section 12 – Reduction in Professional Staff

12.1 Definition

Reduction in teaching staff shall mean that the total number of teaching staff of the system must be reduced due to any of the following reasons:

- A. Consistent decrease in student enrollment
- B. Changes in curriculum
- C. Severe financial conditions
- D. Other reasons determined appropriate by the Board

This article will come into effect only if the condition is not corrected by voluntary and involuntary transfer. This article will come into effect only if a teacher or teachers must be released from the system. The student and program needs of the District will be the primary criteria used in establishing priorities for those teachers to be released. Teachers will be selected for release based upon their ratings on the TLE. In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the teacher or teachers to be released thereof.

12.2 Procedures

Determination of those who are to be released is to be made in the following order. If any step does not serve to correct the condition, the order will be

continued until the condition is corrected; therefore, no teacher will be released unless such action serves to correct the condition initiating the reduction policy.

- A. Voluntary retirements, resignations and duration of need contracts.
- B. Teachers shall be selected for release based upon the following criteria in priority order:
 - 1.) Rating of the TLE
 - 2.) Seniority — Total contractual experience in the system (Contractual experience shall be the total number of contracts with the system including partial year and half-time contracts.)
 - 3.) Total contractual experience in any system
 - 4.) Degree status
 - 5.) Educational training
 - 6.) Special skills and interests
- C. In the event that the above criteria does not serve to reduce the staff to a sufficient degree or if selection must be made with the above criteria being equal, a coin toss shall occur to determine which teacher will be released.

12.3 Recall

The recall procedure will come into effect should the conditions which caused the reduction in staff be relieved within the following school year. Qualified teachers who were released will be notified of openings.

- A. Staff with at least an Effective rating on the TLE shall be recalled in reverse order of layoff.
- B. No new teachers shall be hired in a subject area or grade level until all laid off teachers qualified for the position have been recalled or decline the opening. The system will allow ten (10) days for replies prior to employment of outside applicants.

ARTICLE III – EVALUATION OF TEACHERS

Section 1 – Summative Evaluation of Teachers

1.1 Purpose

The Board of Education, the administrative staff and the teaching staff of the District are committed to the continuation of the district's strong educational program. An integral part of both career and probationary teachers' employment

in the District is continuous appraisal by their evaluators of their ability to meet the minimum performance expectations listed herein. Therefore, the purpose of the summative evaluation process is to provide for the improvement of instruction and data for an employment decision.

1.2 Evaluation

Evaluation shall be based upon the Marzano Model and any additional criteria mutually developed by the Association and the Board and approved by the State Board of Education. Teachers shall be notified at the beginning of each school year of all evaluation criteria.

1.3 Marzano Configuration

The Marzano configuration for teacher evaluation shall be made available to teachers prior to the beginning of each school year and that the configuration will not change during the school year unless by mutual consent of the Association and the District.

1.4 Evaluation Procedures Guide

The Norman Public School Marzano Causal Evaluation System Procedures will be utilized in our evaluation procedures, and will be made available to teachers.

Teachers who have retired from Norman would be considered career status with regards to annual observations and evaluations. Those teachers who have retired from districts other than Norman would be considered probationary teachers with regards to annual observations and evaluations, until they attain career status.

1.5 Procedures

- A. All career and probationary teachers shall receive a summative evaluation at least one (1) time per year. Career teachers who score 3.8 or higher will be evaluated once every three (3) years. Exceptions may be made at the discretion of the site administrator or at teacher request. All teachers will receive annual feedback through the Professional Learning Focus (growth plan).
- B. Every probationary teacher receives formative feedback from the evaluation process at least two times per school year, once during the fall semester and once during the spring semester.
- C. All teachers will be evaluated by administrative personnel who have participated in the required training of the Marzano Model and approved by the State Department of Education. Each teacher will be notified at the beginning of the school year which administrator(s) has been designated as the teacher's evaluator.

- D. Formal classroom observations for the purpose of evaluation shall be conducted periodically throughout the school year. A minimum of one formal observation and post observation conference shall be completed prior to May 1.
- E. All summative evaluations shall be made in writing.
- F. A copy will be given to the teacher and the teacher will be asked to sign the original.
 - 1.) The teacher shall acknowledge receipt of the evaluation by signing the signature page of the evaluation document. The teacher may, within ten (10) working days, respond to the evaluation in writing and said response will be attached to the summative evaluation form.
- G. Whenever a formal plan for improvement is required, it shall be done in compliance with Oklahoma Admonishment Statutes and the Teacher Due Process Act of 1990, and Senate Bill 2033 of the 2010 Legislature.
 - 1.) Should the evaluating administrator note specific deficiencies that the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, a plan for improvement will be developed on the Summative Evaluation Plan for Improvement Form.
 - 2.) The Plan for Improvement will be developed by the evaluating administrator (with input from the teacher) in a timely manner. The Plan will include a statement indicating how the evaluating administrator will assist with the improvement efforts as well as establish a reasonable time for improvement as provided by law.
 - 3.) All documents related to the Plan for Improvement shall be attached to the signature page.

ARTICLE IV – LEAVE PROVISIONS

Section 1 – Paid Sick Leave Benefits Provision

- 1.1 A teacher who is absent from duty because of personal illness, injury, pregnancy or a serious illness in the immediate family shall be allowed sick leave. Immediate family includes teacher's spouse, parents of teacher or spouse, children, siblings or a household member.
- 1.2 The right to sick leave shall begin on the first day of the school year. If a teacher's effective date of employment is not at the beginning of the school year, he/she shall be eligible immediately for sick leave in an amount equal to one day for

each month to be worked between the effective date of employment and the beginning of the next school year.

- 1.3 Teachers employed on a "full-time" basis shall have ten (10) days sick leave each year unless employed on an eleven-month contract, in which case the teacher will receive eleven (11) days of sick leave. If the teacher is employed on a twelve month contract, the teacher will receive twelve (12) days of sick leave. Sick days will be prorated for teachers who are contracted less than full-time. Such leave shall be vested at the beginning of each year.
- 1.4 After five (5) consecutive work days of paid sick leave, or at any time a pattern of usage exists that suggests possible abuse of leave, the District may require certification by the health care provider for continued use of paid sick leave. The form for the certification shall be obtained from the Office of Personnel Services.
- 1.5 After five (5) consecutive work days of paid sick leave, the District may require certification by the health care provider that the teacher is able to perform his/her essential job functions, with or without reasonable accommodations, before said teacher may return to his/her job assignment.
- 1.6 Unused sick leave shall be cumulative up to the maximum allowed by District policy of one hundred eighty-five (185) days. The district shall maintain records of unused annual sick leave beyond one hundred eighty five (185) for the purpose of reporting those days to the Oklahoma Retirement System upon the retirement of the teacher.

Section 2 – Excess Sick Leave

- 2.1 Allocation — After exhausting all sick leave, teachers absent from their duties due to personal accidental injury, illness or pregnancy shall receive their full contract salary less the amount actually paid a substitute teacher if one is hired, or normally paid to a substitute teacher if one is not hired, for an additional twenty (20) day period.

Teachers working other than full-time will receive excess sick leave in proportion to time worked.

- 2.2 Application and Medical Certification of Need

All requests for excess sick leave will be submitted on the appropriate District form stating the beginning and ending dates and must be accompanied by a certification by the health care provider. The form for the certification shall be obtained from the Office of Personnel Services.

The District reserves the right to require the teacher to obtain a second medical opinion from a health care provider of the District's choice at the District's expense.

Should a discrepancy between the teacher's medical certification and the opinion of the health care provider chosen by the District exist, the District reserves the right to require the teacher to obtain a third medical opinion from a health care provider mutually selected by the District and the teacher. In the event of a third opinion, the expense will be paid by the District and the opinion is final and binding on the District and the teacher.

2.3 Return to Work - Any teacher absent due to personal illness or injury utilizing excess sick leave or leave of absence without pay must provide certification from the health care provider stating that the teacher is able to perform his/her essential job functions, with or without reasonable accommodations, before said teacher may return to his/her job assignment.

2.4 Failure to Return to Work After Excess Sick Leave is Exhausted

A teacher who claims that he/she is unable to return to work after the period of leave to which the teacher was entitled due to the continuation, recurrence or onset of a serious health condition will be required to provide certification by the healthcare provider that the teacher is unable to return due to such a condition.

Failure to provide the required certification in fifteen (15) days will result in termination of the leave.

Failure of the teacher to return to work after termination of the leave may cause for termination from employment.

Leave without pay will be reviewed each thirty (30) calendar days to determine the status of employment.

2.5 Reimbursement for Unused Sick Leave

A. All or part of a maximum of 120 accumulated sick leave days earned within the District may be reimbursed by the District to all teachers upon resignation or retirement from the District or death (payable to estate), EXCEPT such leave days as said employee elects to transfer to another district as according to 70 O.S. §6-104. The request for such pay must be made in writing by the teacher (or estate) within the fiscal year (July 1-June 30) in which the action takes place.

B. Reimbursement will be according to the following schedule:

First 30 Days = \$5/day

Next 25 Days = \$10/day

Next 25 Days = \$15/day

Next 20 Days = \$20/day
Next 20 Days = \$25/day

- C. Any transferred sick leave days from other districts will not be applicable and transferred days will be used first when taking sick leave as according to 70 O. S. §6-104.5.
- D. Teachers who do not complete a contractual year will not be reimbursed for sick leave accrued during that contractual year. If sick leave is accrued prior to that contractual year it will be reimbursed.

Section 3 – Sick Leave Sharing

- 3.1 The Sick Leave Sharing Program permits teachers to donate sick leave to a teacher 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, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom which has caused or is likely to cause the teacher to take leave without pay or to terminate employment.
- 3.2 Definition of terms used in this program:
 - A. "Relative" of the teacher person means spouse, teacher's children, children of spouse who reside in the teacher's home, father, mother, father-in-law, mother- in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild or sibling, or any other member residing in the immediate household.
 - B. "Household Member" means those persons who reside in the same house, who have reciprocal duties to and do provide financial support for one another. This shall include foster children and legal wards even if they do not live in the same household. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
 - C. "Severe" or "Extraordinary" means serious, extreme or life threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.
- 3.3 A teacher shall be eligible to receive shared leave pursuant to the following conditions:
 - A. The receiving teacher has exhausted or will exhaust all available full-paid leave days, which do not include excess sick leave.

- B. The receiving teacher has submitted a statement of need to the Superintendent or designee.
- C. The receiving teacher has presented a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition;
- D. The condition has caused or is likely to cause the receiving teacher to go on leave without pay or to terminate employment.

3.4 General Provisions:

- A. A teacher may donate up to twenty (20) sick leave days per school year.
- B. A teacher must retain at least twenty (20) accumulated sick leave days after donation.
- C. The teacher desiring to donate sick leave shall complete a "Sick Leave Donation Form" authorizing the deduction from his/her sick leave accumulation. The donor will also specify how many days are to be donated and the name of the teacher(s) who is to receive said days.
- D. A teacher may initially request up to thirty (30) days from donating teachers per illness, in a twelve (12) month period.
- E. If that leave is exhausted, for that illness, the teacher may apply for an additional thirty (30) days for that illness during that twelve (12) month period.
- F. The teacher receiving donated days is to receive his/her normal rate of pay.
- G. The receiving teacher may only use donated sick leave for purposes set forth in this program.
- H. All accumulated sick leave available for use by the receiving teacher must be used prior to using shared sick leave.
- I. Any shared sick leave not used by the receiving teacher during the occurrence for which the leave was donated shall be returned to the donor. The shared sick leave remaining shall be divided among the donors on a prorated basis based on the original donated value and reinstated to the sick leave balance of each donor.
- J. In cases of disputes the decision of the Board of Education or their designee shall be final.

Section 4 – Family Medical Leave Act

- 4.1 If a teacher qualifies under the Family and Medical Leave Act (“FMLA”) as defined by the United States Department of Labor, Wage, and Hour Division, the teacher may review his/her rights under the FMLA at <https://www.dol.gov/whd/fmla/>.

Section 5 - Leave for Bereavement

- 5.1 Each teacher shall be provided a total of five (5) days of bereavement leave annually without loss of pay. If an employee's effective date of employment is not at the beginning of the school year, the number of days allowed for bereavement leave shall be prorated. Teachers working other than full time will receive time in proportion to time worked. These days may be used for the death of the following: step-mother, step-father, sister-in-law, mother-in-law, father-in-law, brother-in-law, grandchildren, grandparents, siblings, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or persons who lived in the teacher's home.
- 5.2 Bereavement leave shall also be provided as follows: for the death of a teacher's spouse or child - fifteen (15) days each; for the death of a teacher's mother or father - five (5) days each.
- 5.3 Bereavement leave for each occurrence must be completed within ten (10) calendar days of the death of the individual with the exception of leave for the death of a teacher's spouse, child, mother or father which must be completed during that school year.
- 5.4 Bereavement leave is non-cumulative.
- 5.5 If a teacher believes a particular situation warrants bereavement leave not already granted in this section, the teacher may request additional bereavement leave from the Assistant Superintendent of Personnel who is authorized to review and grant such additional leave.

Section 6 – Personal Business Leave

- 6.1 Teachers shall be provided three (3) days of personal business leave each school year to conduct business that must be conducted during the normal teacher workday. These three (3) personal business days shall be provided at full pay. If a teacher's effective date of employment is not at the beginning of the school year, the number of days allowed for personal business leave shall be pro-rated.
- 6.2 All requests for personal business leave shall be submitted on the District Leave Request Form at least twenty-four (24) hours in advance.

- 6.3 Teachers may be asked to select another date for personal business leave if the granting of the leave on a particular day would cause an undue hardship on the activities at the teacher's assigned site or the overall school district.
- 6.4 Personal business leave will not be granted for participating in political or social problem activities, seeking or interviewing for other employment, private commercial business interests, or performing a service for compensation.
- 6.5 Personal business leave may not be taken during the following times: first or last week of school; the day(s) immediately preceding or following a holiday or vacation period; and days when school remains in session despite adverse weather conditions. Further, usage may be allowed during these times for special circumstances if approved by the Assistant Superintendent of Personnel.
- 6.6 At the end of the school year, unused personal business leave will be added to accumulated sick leave unless the maximum cumulative sick leave days have been accrued.

Section 7 – Legal Leave

- 7.1 A teacher called for jury service or as a witness subpoenaed in a criminal, civil, or juvenile proceeding shall receive full pay for the day's absence.

Section 8 – Leave for Military Duty

- 8.1 Teachers who are members of the Reserve Forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force, or any other component of the Armed Forces of the United States, including members of the Air or Army National Guard, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from such civil employment for the period of such active service without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence.

Section 9 – Leave of Absence--Extended Period of Time

- 9.1 A teacher may, upon application and approval of the Board of Education, be granted a leave of absence without pay for personal illness, illness in the immediate family, for rearing a child, for professional growth, or serving as President of a professional organization. The beginning and ending dates shall be stated on the District's Request for Leave of Absence form.
- 9.2 No one, unless excepted by law, shall be eligible to apply for a leave of absence until such time as a minimum of three (3) years of qualifying service has been completed with the District.

- 9.3 All leaves of absence, but those in exception by law, shall be for one (1) contractual year (or for the remainder of the contractual year if it has begun). Reinstatement may be approved during that period, if the services of the employee are needed. A leave of absence may be extended for a period of one (1) year with a medical doctor's written recommendation.
- 9.4 A teacher is placed automatically on a leave of absence without pay when all sick leave is exhausted. When a teacher is placed on an automatic leave of absence a statement from a doctor indicating that the teacher is unable to work must be furnished for the leave to remain in effect. A teacher returning from an automatic leave of absence must present a doctor's statement indicating that he/she is able to return to work without restrictions.
- 9.5 Requests for reinstatement following a leave of absence shall be filed in Personnel Services on or before April 1 for the following contractual school year. The leave of absence position will automatically become open April 2 if a letter requesting reinstatement has not been received.
- 9.6 If a leave is granted, the teacher will be guaranteed his/her return to a job assignment. Placement shall be at the discretion of the Assistant Superintendent of Personnel.
- 9.7 A teacher returning from a leave of absence shall be subject to the same conditions of assignment as a regular teacher on duty.
- 9.8 While a teacher is on leave of absence without pay, sick leave allowance shall not accrue, but neither will accrued sick leave time be lost. Benefits or experience credit will not accrue but the employee will not lose prior experience or benefits and will be eligible to participate in professional associations.
- 9.9 Salary increments based on additional experience will not be granted for the period of absence except when special provisions related to military leaves, teacher exchange programs and teaching abroad are applicable.
- 9.10 Although the leave of absence will not be considered as a break in employment, the period of absence will not be counted toward the number of years of experience.

Section 10 – National Board Certification Leave

- 10.1 Teachers officially accepted to pursue National Board Certification shall be provided two (2) days of leave for preparation purposes.

Section 11 – Site Professional Leave

- 11.1 Each site will develop a process for site professional leave. The process and selection criteria will be outlined in the teacher handbook.
- 11.2 If denied, notification of reason for denial will be provided to the teacher.
- 11.3 If a site has used all days, a request may be made to the Director of Elementary or Secondary Education to determine other possible sources to fund professional leave.

Section 12 – Emergency Leave

- 12.1 A teacher may apply to the Assistant Superintendent of Personnel for Emergency Leave. The first day of approved emergency leave shall be at full pay. Additional days requested and granted shall be at the cost of a certified substitute deducted from the teacher's pay for each day used.
- 12.2 An emergency is defined as an unforeseen, unanticipated, serious event that requires immediate attention and is beyond the teacher's control that does not qualify for any other category of leave.

ARTICLE V – COMPENSATION

Section 1 – Life Insurance

- 1.1 For the 2020-2021 school year, the Board of Education will provide a ten thousand (\$10,000) dollar life insurance policy for teachers who work at least half time (twenty (20) hours per week).

Section 2 – Health Insurance Program

- 2.1 State Payment:
 - A. Teachers who choose to participate in Major Medical Coverage purchased through the district sponsored Cafeteria Plan.

For the 2020-2021 school year, each full-time teacher who purchases major medical health coverage through the District's Health Insurance Plan shall receive, as part of Total Compensation, the monthly Flexible Benefit Allowance (FBA) paid required by State Law. The District will apply the FBA toward the total premium cost of the District's Health Plan. Any excess FBA allowance over the cost of the major medical coverage purchased by the teacher may be used to purchase addition benefits

through the District's Section 125 Cafeteria Plan or may be taken as taxable compensation as provided for by law. Part-time teachers shall receive benefits as provided for by state law. If the State FBA changes during the 2020-2021 school year, teachers will receive the appropriate payment as required by law.

- B. Teachers who choose not to participate in Major Medical Coverage offered through the district sponsored Cafeteria Plan.

For the 2020-2021 school year, teachers who choose not to participate in the District Health Insurance Plan shall receive, as part of Total Compensation, sixty-nine dollars and seventy-one cents (\$69.71) per month which may be applied to options in the District's Section 125 Cafeteria Plan or may be taken as taxable compensation, in lieu of the flexible benefit allowance provided for in part A. above.

Eligibility for individual teachers to receive Flexible Benefit Allowance payments will be as determined by the State Department of Education.

2.2 Leave of Absence Provisions

- A. An employee granted a leave of absence or placed on an automatic leave of absence will be eligible to participate at the employee's expense for up to three years.
- B. An employee on leave of absence for maternity reasons may participate for the duration of the leave at the employee's expense.
- C. Upon the employee's return from a leave of absence, if he/she wants family coverage and has not previously carried such, the family members will have to provide evidence of insurability. If the employee has not kept individual coverage current while on leave, the pre-existing limitation clause will apply upon the employee's return.

Section 3 – Compensation Schedule Placement

- 3.1 All teachers will be paid in accordance with the 2020-2021 Compensation Schedule attached in Appendix 3. All teachers eligible for step movement shall advance one (1) step on the 2019-2020 compensation schedule.
- 3.2 At the beginning of the contract year all teachers will be placed on the appropriate degree classification, as verified by official records on file in Personnel Services.
- 3.3 Upon providing Personnel Services with documentation of advancement to the next level of degree classification prior to the beginning of the second semester, the teacher will be moved to the appropriate level and step and will receive

compensation appropriate for that level and step prorated for the remainder of the year and retroactive to the date the degree was conferred during the current school year.

- 3.4 Initial placement shall be determined by the Board but shall include consideration of qualifying out-of-state experience.
- 3.5 Support employees in Norman Public Schools, who are hired as a certified teacher starting with the 2020-2021 school year, shall be given credit for up to ten (10) consecutive years of benefits-eligible service with the district for placement on the compensation schedule.

Section 4 – Extra-Duty Compensation

- 4.1 Teachers with extra-duty assignments designated for compensation will be compensated according to the attached Appendix 5: Extra Duty Assignments.

Section 5 – Teacher Compensation for Covering Classes

- 5.1 While the district recognizes the value of hiring a substitute teacher whenever a teacher is absent from the classroom, it is also recognized that the securing of a substitute teacher is not always possible. Further, while the district recognizes the importance of providing teachers with all their individually scheduled planning time, it is also recognized that situations do occur that require a teacher to forego scheduled planning time to meet the needs of the site. Therefore, the following procedure is established to compensate teachers who are required to forego scheduled planning time.
- 5.2 Whenever a teacher is required by administration to forego scheduled planning time to cover the class of an absent teacher for whom a substitute was not secured, the covering teacher shall be compensated at the rate established in the schedule below. (All scheduled amounts are based upon a proration of \$14 per hour, which is the certified substitute rate of \$70.00 divided by a five hour day.

A. High School:

Full Period \$14.00
1/2 Period \$7.00

B. Middle School:

Full Period \$14.00
1/2 Period \$7.00

C. Elementary School:

One Hour \$14.00

30 Minutes \$7.00
40 Minutes \$9.80
45 Minutes \$10.50

Split Classes

Whenever a teacher is required by administration to receive and instruct students from the class of an absent teacher for whom a substitute was not secured, the covering teacher shall be compensated at the rate established in the schedule below:

	Full Day/Per Teacher	Half Day/Per Teacher
One teacher receiving all students	\$70.00	\$35.00
Two teachers receiving students	\$35.00	\$17.50
Three teachers receiving students	\$23.33	\$11.67
Four teachers receiving students	\$17.50	\$8.75

NOTE: Equal number of students per teacher is not required.

Covering teachers will complete the “Claim Form for Covering Classes” and return the form to the principal’s office. The principal’s office will forward the form to the payroll department. Claims will be paid on a monthly basis.

ARTICLE VI – GRIEVANCE PROCEDURES

Section 1 – Grievance Procedure

- 1.1 The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of the grievant related to alleged violations of this Agreement.
- 1.2 Definitions:
 - A. A "grievance" shall be defined, for the purposes of this document, as a violation of the terms of this Agreement.
 - B. The term "grievant" shall refer to the teacher, teachers making the claims, or the Association as provided in 1.3 F below. Grievances filed by two or more teachers alleging the same violation may be combined as a joint grievance with the approval of the Assistant Superintendent of Personnel.
 - C. The term "days" shall mean working days, except when a grievance is submitted less than ten (10) working days before the close of school or during the summer recess. The time limits shall then consist of working days, excluding holidays, of the administrator with whom the grievance has been filed.
- 1.3 Structure and time limits:

- A. If any of the time limits are not met by the grievant, the grievance shall lapse and be considered resolved.
- B. If any of the time limits outlined herein are not met by the affected administrator, at any step, the grievant may proceed to the next higher step.
- C. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel file of the grievant.
- D. Both parties agree that the written record pertaining to the grievance shall be kept confidential.
- E. The grievant must be present at all steps and shall be afforded the right to representation at any formal step of this procedure.
- F. The Association may file a grievance as the “grievant” only on alleged violations of the Association Activities article of this Agreement.
- G. No reprisals shall be taken against any grievant, or any other participant in the grievance procedure.
- H. Time limits at any step of this procedure may be extended by mutual agreement, and such agreements shall be reduced to writing and made a part of the record.
- I. All meetings and hearings, with the exception of step three below, shall be conducted in private and shall include only the parties in interest and their representatives.
- J. Steps shall be followed in sequence, and subject to be discontinued by the grievant at any point in this process.
 - 1.) Informal Procedure: The grievant and the immediate administrator are encouraged to discuss a grievance with the objective of resolving the grievance without the need for a formal grievance.
 - 2.) Formal Procedure - Step One: Within twenty (20) days after the discovery of the occurrence of the act giving rise to the grievance, the grievant shall submit a step one grievance form to the immediate administrator citing the article and section of this Agreement alleged to have been violated. The immediate administrator shall convene a meeting with the grievant within five (5) days of receipt of the step one grievance form. The immediate administrator shall reply on the step one form to the grievant within five (5) days of the meeting.

- 3.) Formal Procedure - Step Two: If the grievant is not satisfied with the step one decision, the grievant may appeal the step two grievance to the Superintendent within five (5) days of receiving the step one decision. The Superintendent or designee shall convene a hearing within five (5) days of receipt of the step two grievance. The Superintendent or designee shall reply on the step two grievance form to the grievant within five (5) days of the hearing.
- 4) Formal Procedure - Step Three: If the grievant is not satisfied with the step two decision, the grievant may appeal the step three grievance to the Clerk of the Board of Education within five (5) days of receiving the step two decision. The Board shall convene a hearing with the grievant at the next regular board meeting or at a special meeting called for that purpose. The decision of the Board shall be final.

ARTICLE VII – ASSOCIATION ACTIVITIES

Section 1 – Association Leave/Advocacy Leave

- 1.1 The Board will grant the Association forty (40) days of leave to be used to attend meetings and conferences of the Association or its State or National Affiliates. The cost of a substitute teacher will be reimbursed by the Association for each day used. A maximum of four (4) days may be used by an individual teacher with the exception of Association officers. Additional days may be granted upon mutual agreement of the Association and the District.
- 1.2 Additional days without the cost of a sub deducted may be granted for special circumstances upon mutual agreement of the Association and the District.
- 1.3 Written request for use of Association leave shall be made to the Assistant Superintendent of Personnel through the President of the Association at least twenty four (24) hours in advance.

Section 2 – Release Time for President

- 2.1 Upon request, the President of the Association will be granted full-time leave to perform the responsibilities of that office during the term of office. The President will be considered a full-time employee as it relates to the benefits of full-time employment. The Association will reimburse the District on a monthly basis all salaries, benefits and employer payroll costs paid by the District. During such period all benefits shall accrue including advancement on the Compensation Schedule. Upon completion of the term of Presidency, the teacher will be reinstated to full-time status in the position held previous to the leave, if a

vacancy exists, or a similar position for which the President is certified and qualified.

Section 3 – Meetings, Notices, and Use of School Mail

- 3.1 The Association shall have the right to use school buildings for Association meetings and/or business upon arrangement with the building administrator. Association meetings may be called during the time immediately preceding or following the students' school day with the approval of the building administrator. The Association shall reimburse the District for any costs incurred by the District due to the use of a building.
- 3.2 Association members shall have the right to place Association related notices, circulars, and other Association material on designated bulletin boards and in its member teachers' mail boxes and shall have the use of the inter-school mail service for communication to its member teachers. Bulletin board space on a bulletin board shall be provided in the teachers' lounge or work area of each school building or work site.
 - A. Material distributed or posted shall not suggest, urge or propose any action by teachers to resist, ignore or violate any Board Policy or Administrative Rule or Regulation.
 - B. Material distributed or posted shall not be used for general political purposes, but may be used for internal political matters related directly to the Association or its State Affiliate.
 - C. The Association shall provide a copy of the material to be posted or distributed at a site to the principal prior to posting or distribution. Materials to be sent via inter-school mail or otherwise distributed to all sites shall be provided to the Assistant Superintendent of Personnel prior to mailing or distribution. Correspondence between the Association and an individual teacher is exempt from this requirement.

Section 4 – Association Access to Information

- 4.1 Board meeting materials that are deemed to be public information shall be made available to the Association at the same time as these materials are transmitted to the Board prior to each Board meeting.

Section 5 – Teacher Selection to Staff Development Committee

- 5.1 As required by state law, and in accordance with the district professional development plan, the teacher members shall be selected by a designated administrator of the district from a list of names submitted by the teachers in the

district. The members selected shall be subject to the approval of a majority vote of the teachers in the district.

Section 6 – Association/Administration Liaison

- 6.1 In order to provide the Association with an authoritative person to whom concerns may be expressed in regard to the implementation of this Agreement, the Assistant Superintendent of Personnel shall be designated to act as a liaison between the Association and the Administration.

Section 7 – Selection of Mentor Teachers

- 7.1 As required by state law, the mentor teacher shall be selected by the principal from a list of qualified teacher volunteers who have submitted their names for that purpose. After compilation of the list, the principal shall provide opportunity for input from PEN. Membership or non-membership in a professional teacher organization shall not be considered as a factor in selecting a mentor teacher. No teacher may serve as a mentor teacher for more than one (1) resident teacher at a time. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute and be assigned to the same school site and have similar certification as the resident teacher.

Section 8 – Communication

- 8.1 Building principal and a designated PEN building rep will meet monthly to discuss issues related to the proper implementation of the negotiated agreement.

Appendices

1. Grievance Form
2. Evaluation Forms
3. Compensation Schedule
4. Extra Duty Compensation Schedule
5. Procedural Agreement

Norman Public Schools / Professional Educators of Norman

GRIEVANCE FORM

Step (check one): One _____ Two _____ Three _____

Name of Grievant: _____ Assignment: _____

Site: _____

Date of Occurrence giving rise to the Grievance: _____

Citation of Negotiated Agreement Article(s) and/or Section(s) alleged to have been violated:

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant

Date

.....
Decision and Supporting Reason(s): _____

Signature and Title

Date

(If additional space is needed to complete any segment(s) of this form, attach and properly identify additional pages.)

PLACEHOLDER PAGE FOR
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page 1

PLACEHOLDER PAGE FOR
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page 2

PLACEHOLDER PAGE FOR
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page 3

Bachelors Pay Scale Placeholder Page

Masters Pay Scale Placeholder Page

Doctorate Pay Scale Placeholder Page

National Board - Bach Placeholder Page

National Board - Masters Placeholder Page

National Board - Doctorate Placeholder Page

Fine Arts/Extra Duty Addenda Placeholder Page

Athletics Addenda Placeholder Page

NORMAN PUBLIC SCHOOLS PROCEDURAL AGREEMENT

ARTICLE I - PURPOSE

- 1.1 The Board of Education of the Norman Public Schools and the Professional Educators of Norman recognize the need for an orderly process of communication to administer employer/employee relations which conform with Oklahoma Statutes. (Title 70-509.1 et seq.)

ARTICLE II - DEFINITIONS

- 2.1 Professional Educators of Norman (PEN or Association) - The exclusive negotiation representative for the Bargaining Unit.
- 2.2 The Board of Education (Board) - The elected and/or appointed governing body of the Norman Public School District I-29.
- 2.3 District - The Norman Public Schools, Independent School District Number 29, Cleveland County, Oklahoma.
- 2.4 Bargaining Unit - All employees who are required by the position in which they are employed to be licenced or certified as teachers, and who are not employed as administrators, and who do not hold supervisory authority with respect to other teachers. (Mentor teachers are included as part of the Bargaining Unit).
- 2.5 Bargaining - A process of communication between the Board and the Association in an effort to find a mutually satisfactory basis for agreement regarding wages, hours, fringe benefits, and other items and conditions of employment of the Bargaining Unit.
- 2.6 Days - Calendar Days
- 2.7 Time Limits - The parties may extend any time limits in this Procedural Agreement by mutual agreement.

ARTICLE III - RECOGNITION

- 3.1 This agreement is made and entered into by and between the Professional Educators of Norman and the Board of Education of Norman Public Schools.
- 3.2 The Board 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 licenced or certified as teachers or entry year, and who are not employed as administrators, and who do not hold supervisory authority with respect to other teachers. The Board agrees not to bargain with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative. Any person who desires not to be represented by the Association may state so in writing to the Board.
- 3.3 The Board and the Association agree not to discriminate against any member of the bargaining unit because of his/her affiliation or non-affiliation with the Association or for participation or non-participation in any phase of the bargaining process.

ARTICLE IV - SCOPE OF BARGAINING

- 4.1 The Board and the Association agree to bargain in good faith regarding wages, hours, fringe benefits, and other terms and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find 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.
- 4.2 The Board and the Association recognize that the Board cannot abrogate the legal rights and responsibilities vested in it by State and Federal laws.
- 4.3 There shall be no negotiations on managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools, and the selection of personnel.

ARTICLE V - NEGOTIATIONS PROCEDURES

- 5.1 The Board and the Association shall each designate in writing the names of not more than eight (8) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party may also designate a person on its team who will serve as spokesperson. Alternates may be designated; however, alternates will attend meetings only in serving in the place of a regular team member or by mutual agreement of the parties. Neither party shall attempt to exert influence over the party's selection of representatives.

5.2 OPENING NEGOTIATIONS

- 5.2.1 Between March 1 and March 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party if they desire for there to be negotiations for that year. If no such request is made, negotiations will not take place for the ensuing year; therefore all provisions of the Negotiated Agreement between the parties shall remain in full force and effect for the ensuing year, except for those mandated to be changed by legislative action. The parties shall meet to make those changes, and any articles in the Agreement which contain dates shall be extended for the new contract year.
- 5.2.2 The parties shall meet on a mutually agreeable date not more than fifteen (15) days from the date of the written request to open negotiations to determine the style of bargaining they desire to utilize.
- 5.2.3 If the parties decide to utilize a traditional proposal/counter proposal bargaining style, the first bargaining session shall be set on a mutually agreeable date within the next thirty (30) days. The Association and the Board shall each submit all of their negotiation proposals at the first session. Subsequent proposals may only be submitted upon mutual agreement of the parties.
- 5.2.4 If the parties decide to utilize a collaborative interest-based bargaining style, they shall mutually establish the dates of all the bargaining sessions. At least thirty

(30) days prior to the first bargaining session, the parties shall meet and exchange their negotiation issues along with a brief explanation of each issue. Additional issues may only be submitted upon mutual agreement of the parties.

- 5.2.5 Legislative mandated changes in wages, hours, fringe benefits, or working conditions enacted after the opening of negotiations shall be considered automatically placed upon the bargaining table.

5.3 NEGOTIATIONS SESSIONS

- 5.3.1 Negotiations will be conducted only between the representatives of the parties and only in regular negotiations sessions at the times, dates, and places mutually agreed upon by the parties. For traditional bargaining, scheduling of subsequent sessions will be made prior to the close of each current negotiation session. Such scheduling will reflect times and places mutually acceptable to the spokespersons of the respective parties. For collaborative bargaining, scheduling will be provided as 5.2.4 above.
- 5.3.2 Other meeting ground rules shall be set by mutual agreement at the table.
- 5.3.3 During meetings each party is free to caucus at any time.
- 5.3.4 Negotiations sessions shall last for whatever amounts of time are mutually agreeable to the parties.
- 5.3.5 No recordings or official transcripts shall be made without mutual agreement of the parties.
- 5.3.6 Negotiations sessions will be scheduled at times which will not interfere with the teacher work day and the educational programs of the district.

5.4 TENTATIVE AGREEMENT

- 5.4.1 Both parties agree it is their mutual responsibility to empower their respective 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.
- 5.4.2 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 a tentative agreement is reached on all items, the package of agreements shall be submitted first by the Association to all members of the bargaining unit for ratification and then by the Superintendent to the Board for ratification.

ARTICLE VI - IMPASSE

- 6.1 If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At an earlier time following its initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may extend beyond the first day of school.
- 6.2 Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

- 6.3 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:
- 6.3.1 A fact finding committee of three members shall be formed. One member shall be selected by the Association and one member shall be selected by the Board, within five (5) days of the declaration of impasse or the conclusion of an unsuccessful mediation. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall be named to serve as chairperson of the fact-finding committee.
 - 6.3.2 Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.
 - 6.3.3 The cost for the services of the fact finding committee, including the per diem expenses, if any 1 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.
 - 6.3.4 The fact finding committee shall have the authority to establish procedural rules and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.
 - 6.3.5 The chairperson shall convene the committee for fact finding. The committee shall meet with representatives of both parties and within twenty (20) days after the fact finding hearing, shall present its written recommendations to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
 - 6.3.6 All hearings by the fact finding committee shall be conducted in closed session.
 - 6.3.7 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 the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties 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 a good

faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this section, either party may discontinue such effort.

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

6.4 The procedure provided 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. Any member of the Association engaging in a strike shall be denied the full amount of his/her 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 such organization or its representatives, as prescribed and outlined in Oklahoma Statutes 70.509.8.

ARTICLE VII - SAVINGS CLAUSE

7.1 If any provision of this Procedural Agreement is found to be contrary to law, that provision shall be severed from this Agreement, and all other provisions of the Procedural Agreement shall remain in full force in effect.

ARTICLE VIII- DURATION OF AGREEMENT

8.1 This Procedural Agreement shall be effective upon the signing by the President of the Association and the President of the Board.

8.2 This Procedural Agreement shall be renewed automatically for successive fiscal year periods unless either party gives notice in writing by January 1, of any year, that the party desires to modify or amend this Procedural Agreement. Once such notice is given, negotiations related to changes in this Procedural Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

8.3 If the Association disbands or otherwise ceases to be the recognized representative of the bargaining unit, this Procedural Agreement shall be null and void on the date of such disbanding or cessation of representation.

In witness whereof, the parties hereunto set their hands this _____ day of _____ 2001.

Board of Education of the Norman Public School District 1-29 by:

(President of the Board)

Professional Educators of Norman by:

(President of the Association)

Approved by the Norman Board of Education on this _____ day of _____ 2001.

Attest:

Clerk of the Board