

Procedural Agreement  
and  
Negotiated Contract  
between  
Crooked Oak Association of  
Classroom Teachers  
and  
Crooked Oak Board of Education  
  
2021-2022

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## **I. Teacher Contract Year**

Each contract year for certified teachers will consist of no more than 1170 hours teaching days (including parent/teacher conference days) and 5 professional days.

Counselor contracts will consist of the standard teaching contract, plus 5 professional days, plus an additional 10 days. (Revised Aug 2014)

### ***Certified Employment Contracts***

Beginning in the 2017 – 2018 school year employment contracts for certified staff shall be ready for signing by certified staff no later than October 1<sup>st</sup> of each current school year in order that the Crooked Oak School Board of Education may approve employment contracts during the normal monthly October Board Meeting. This clause may be amended by agreement of the parties should unusual circumstances warrant an extension of October 1<sup>st</sup>.

(Adopted Negotiated Policy, 7-26-17)

## **II. Teacher Work Day**

The normal teacher workday for High School and Middle School will be 7:50 – 3:35 and for Elementary 7:40- 3:20. However, meetings and/or conferences required by the administration may extend beyond the normal teacher workday on a reasonable basis without being in violation of this Agreement.

If the District elects to adopt a “School-Hours” policy as authorized by HB 1864 of the 2009 legislative session and needs to adjust the number of hours per day for the 2017-2018 school year, the total number of hours in the teacher work year will not change.

The parties recognize that teachers, as professional employees, are exempt from the hourly pay requirements of the Fair Labor Standards Act and, therefore, are not entitled to overtime pay. (2009)

## **III. Duty Free Lunch**

All teachers shall have a minimum of thirty (30) minutes of duty free lunch daily unless the principal and teachers have made a written agreement to implement a flex schedule. Teachers agree to give up their duty free lunch on a temporary basis in situations when non-certified or paid staff is not available to supervise the students. The lunch duty will be assigned on an equitable and rotating basis. A site committee shall make recommendations for a duty schedule that will be fair and equitable.

(Revised August, 2003)

## **IV. Planning Time**

Each teacher shall have a minimum of forty (40) minutes or one (1) class period; whichever is greater, daily-uninterrupted planning time exclusive of before and after school hours. Planning time for elementary P.E. and music teachers may be

interrupted with written agreement of the affected teacher(s) and principal. For teachers, formal collaboration will be scheduled once per week. (Revised July, 2021)

**V. Salary Increases –**

For the 2021 – 2022 school year, each full-time certified teacher’s salary shall advance on the compensation schedule one step. Based on their years of teaching as verified by the Oklahoma State Department of Education.

A onetime stipend of \$1,250.00 will be provided by the end of August 2021. A onetime stipend of \$1,250.00 will be provided by the end of December 2021.

Each full-time teacher who participates in the district’s health insurance plan shall receive up to the full cost of the HealthChoice Hi monthly premium, paid by the State. Each teacher who does not participate in the district’s health insurance plan shall receive the monthly sum of sixty-nine dollars and seventy-one cents (\$69.71) in lieu of the monthly premium amounts. Part-time teachers shall receive benefits as provided for by state law. (Revised August 2009)

**VI. Retirement**

The District will pay the employees’ contribution to the Oklahoma Teachers’ Retirement System.

**VII. Teacher Pay Scale—2021-2022 School Year**

A. See COPS 2021-2022 Compensation Schedule, Attachment “A”.

**VIII. Extra Duty Assignment**

**See attached schedule**

For the 2021-2022 school year the following incentive plan will be in place for coaching positions:

Basketball (B&G)	Head	Assistant
Regionals-2 <sup>nd</sup> Round	250	125
Area	500	250
State	500	250
Win State	1000	500
Softball-Baseball (B&G)		
Regionals	250	125
State	500	250
Win State	1000	500
Track (B&G)/Power Lifting		
Ind State Champion	500	
Maximum	2000	

Football		
District Championship	250	125
Round 1	100	50
Round 2	100	50
Round 3	100	50
Round 4	100	50
Advance to State Game	500	250
Win State Championship	1000	500
Band		
Placing 3 <sup>rd</sup> or higher in any Band Competition	100	
Soccer		
Playoffs (1 <sup>st</sup> Round)	250	125
Round 2	100	50
Round 3	100	50
Advance to State Game	500	250
Win State Championship	1000	500

A 15% bonus to the head of coaching stipend will be paid at the end of the school year if the head coach has completed all of the following:

1. Completed inventory and an accurate inventory with no more than a 5% loss.
2. All fields, gyms, and equipment properly maintained at all times.
3. Evidence of school and community engagement and support.

These criteria will be evaluated by the Athletic Director, building Principal, and Superintendent. (Revised July 2021)

### **IX. Life Insurance**

Full-time employees are covered by \$10,000 term life insurance policy – \$20,000 in case of accidental death. Benefits terminated upon separation from the district. (August 2006)

### **X. Sick Leave**

- A. Each teacher shall be given ten (10) days each school year for sick leave. The right to this leave shall vest at the beginning of the school year. Teachers shall be able to accumulate an unlimited number of sick leave days, however teachers cannot be paid for more than 150 days upon their separation from the District. Upon retirement the teacher can transfer 120 days to Teachers Retirement or upon resignation said teacher can transfer their remaining sick leave days to another school district. Teachers shall not be paid for unused sick leave days that are transferred to TRS (Teachers Retirement System) and/or to another school district for said teacher's use.
- B. Sick leave may be used for bereavement purposes, maternity leave and family illness. If after exhausting all sick leave, a person is absent from his/her duties due to

personal accidental injury, illness or pregnancy, the teacher shall receive the full contract salary less the standard amount of \$75.00 per day normally paid to retain a substitute for his/her position for an additional period of twenty (20) days. If a teacher has exhausted all sick leave including the additional period of twenty (20) days, the teacher may apply to the Board for unpaid leave of absence for up to the remainder of the school year.

#### **XI. Sick Leave Sharing**

- A. A full time teacher may donate sick leave to another teacher for the following reasons:
  - 1. The person requesting sick leave donation has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment, pregnancy, miscarriage, childbirth and recovery wherefrom, or physical or mental condition of the person requesting; or
  - 2. The teacher requesting sick leave donation has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment, or physical or mental condition of a relative (spouse, child, stepchild, grandchild, grandparent, stepparent or parent) or household member (one who resides in the same home as the teacher requesting and who shares a duty to provide financial support with the employee); and
  - 3. The condition has cause or is likely to cause the teacher requesting donation to take leave without pay or to terminate employment.
- B. The teacher may donate any amount of sick leave which does not cause that Teacher's sick leave balance to fall below ten (10) days.
- C. A teacher requesting sick leave donation may receive up to thirty-one (31) donated days per school year.
- D. A teacher requesting donated days must first provide the Superintendent with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
- E. The teacher receiving donated days is to receive his or her normal rate of pay.
- F. All sick leave available for use by the teacher requesting sick leave donation must be used prior to using shared sick leave.
- G. Shared sick leave usage records shall be maintained separately from regular sick leave records.
- H. Any donated leave which is not used within said donated school year shall be returned to the donating teacher (prorated).
- I. The Superintendent is the determining body as to whether the teacher requesting sick leave donation meets the criteria above and has previously abided by District leave policy. (Revised August, 2005)

#### **XII. Pay For Unused Leave**

Upon retirement or separation from the district, each teacher shall be paid \$25.00 for each day of unused sick leave up to 150 days. Should the certified teacher retire, any sick leave days used towards the Oklahoma Teacher Retirement System (TRS) will not be paid by the district. Additionally, should the certified teacher separate from the district to teach in another district, those transferred sick leave days will not be paid by the Crooked Oak District. (Revised August, 2016)

### **XIII. Personal Leave**

Each teacher shall be given three (3) days leave at the beginning of each school year for personal matters. Three (3) days of such leave shall be paid by the school district. The building principal, or his/her designee, shall be notified as many days in advance as possible in order for substitute arrangements to be made. For days to be used immediately before or after a weekend, holiday, or vacation period, notification must be made at least 72 hours in advance. Personal leave is not cumulative as personal days. Any unused personal leave days will accumulate as sick leave. (Revised August, 2000 & August, 2011)

### **XIV. Emergency Leave**

An emergency is something that occurs from the time you leave school in the afternoon and the time you should return to school the next morning that prevents you from returning to school other than sickness, bereavement or personal leave. Each teacher shall be given one (1) day leave each school year for emergency purposes. Emergency leave is not cumulative (October 1987).

### **XV. Professional Leave**

Professional leave is leave used during the regular school term that requires a teacher to be absent in order to attend professional educational meetings and in-service training meetings. These meetings shall include, but are not limited to: Textbook meetings, Staff Development Meetings, Coaches Clinics, State Department of Education Meetings, and State and National Conferences and Conventions. Professional leave is in addition to other kinds of leave and is subject to approval of the administration. The superintendent has final approval on all Professional Leaves. (Revised May 1996 and July 2018)

### **XVI. Association Leave:**

Association leave is leave reserved for the officers and/or leadership of the organization that is the designated and exclusive representative for the bargaining unit of certified teachers of Crooked Oak Public Schools. Crooked Oak Association of Classroom Teachers (COACT) is the official negotiation organization recognized by the Board. There shall be allowed up to five (5) days of association leave per school year for the leaders and/or officers of the official negotiation organization to attend meetings and/or trainings. There shall be an additional two (2) days of Association Leave available, the substitute pay will be paid by COACT with the approval of the COACT President pending substitute availability and approval from the Superintendent. These meetings shall include, but are not limited to: State Department of Education Meetings, OEA meetings, Zone meetings, legislative meetings, etc. Association leave is in addition to other kinds of leave and is subject to the approval of the administration.

### **XVII. Leave of Absence**

This leave may be used for personal illness, maternity, adoption, accident, and illness in the immediate family or, to attend an institute of higher learning to complete a degree. In order to qualify for this leave you must have completed three (3) consecutive years of teaching in this district prior to request for leave. The Crooked Oak Board of Education must approve this leave and any request may be denied at the discretion of the Board of Education. Leave of absence will be for the remainder of the current semester plus the next semester. Leaves of absence shall not exceed two (2) semesters. The request for leave of absence will be made in writing, as soon as practical, to the building principal and to the superintendent. Ten (10) days written notice will be given to the building principal and to the superintendent if you desire to terminate leave of absence during the current school term. Teachers who are on leave the first and second semester of the school year should notify in writing the building principal and superintendent on or before April 1<sup>st</sup> of the semester on leave stating their intent for the following school term. Teachers who are on leave the second semester and the first semester of the following school year should notify in writing the building principal and superintendent on or before December 1<sup>st</sup> of the semester on leave stating their intent for the following semester. Failure to notify the building principal and the superintendent to terminate your leave of absence, as instructed, will waive your right for re-employment with this school district. When returning from a leave of absence, an attempt will be made to offer you the same assignment you previously held; however, reassignment may be to another position. While on leave of absence, you will receive no compensation, you will not earn or accumulate any sick days, nor will you lose any sick days previously accumulated, and you will not receive any credit for teaching experience. (Revised September 1988).

### **XVIII. Additional Leave**

In the event there should be some unusual circumstance develop that requires additional leave over and above the regular leave policy, the following procedure will apply:

A letter should be written to the Superintendent requesting additional leave and the purpose thereof. The superintendent will approve or disapprove the request and notify the employee the amount his/her salary will be docked for the additional days away from his/her job. In no instance will the amount docked from the salary be more than the daily pay for each day missed. If you are not satisfied with the decision of the Superintendent, you may appeal the decision back to the Superintendent and an appeals committee will hear your case. The appeals committee will be made up of three teachers and two administrators appointed by the Superintendent. The decision of the appeals committee will be final. (October 1987).

### **XIX. Bereavement Leave**

- A. Each teacher shall be granted up to five (5) days Bereavement Leave per year.
- B. Those days shall be in addition to sick leave and shall be at no loss in pay.
- C. Bereavement leave days shall not be accumulative.
- D. Other causes shall be submitted to the Superintendent who is authorized to extend up to five (5) additional days of Bereavement Leave. In the case of a death of a spouse, child, parent, sibling, grandparent, grandchildren, in-laws, or a member of the household, five (5) additional days may be granted.



(Revised Aug 2014)

**XX. Reduction in Staff**

Definition:

The term, 'seniority', as used in this Agreement, shall mean the longevity with the District based on continuous, full time, contractual employment commencing with the signing of a *Conditional Offer of Employment Form* by the Member with the Crooked Oak Public School District. Beginning with the Members hired for the 2015-2016 school year, in cases of the same signing date, the date and time when the member was conditionally offered his/her job by the Personnel Director will determine seniority status. Seniority shall not be broken, nor shall it continue to accrue when a person is on authorized leave or on layoff. Members shall be required to update their certification no later than June 30 of each year.

When due to declining student enrollment in a given program area and/or the District, school closure, or financial shortfall it becomes necessary to reduce the number of Members in a given program area or to eliminate or consolidate positions, the Board shall follow the procedure listed below:

- A. Normal attrition throughout the District. In the event that a Member's position has been shown to be in excess, said Member shall be transferred to a vacant position within the school system for which he/she is certified.
- B. Temporary Contract Members shall be released before Continuing Contract Members who are legally qualified to hold positions currently held by Temporary Contract Members.
- C. Selection of Temporary Contract Members for release shall be based on the following criteria:
  - 1) Standard Certificate
  - 2) Years of Service in the District
- D. If normal attrition and the release of Temporary Contract Members do not sufficiently reduce the certified staff, the following items shall be considered in the reduction process in the order listed:
  - 1) Seniority in the District
  - 2) Length of service in current assignment
  - 3) Academic and professional preparation beyond minimum certification requirements; and
  - 4) Total number of years teaching experience.

If a certified employee is to be released by the district, said certified staff member will be notified by administration no later than the first Monday in June of the current year if possible.

The prime consideration in executing the reduction in force using the criteria listed above is to assure the retention of fully qualified Members to replace and perform all the needed duties of the terminated Members. The Board shall follow the requirements of the continuing contract law in terminating Members in order to reduce staff. However, if a Member whose position has been eliminated refuses the offer of a position for which he/she qualifies, he/she shall be dismissed.

## NOTICE TO INDIVIDUAL MEMBER

After all determination selections have been exercised, the Board shall give written notice of that fact by certified mail, return receipt requested, to the Member to be terminated. The notice shall include a statement of the conditions requiring termination of employment. The Member's address as it appears on the District's records shall be deemed to be the correct address. It shall be the Member's responsibility to see that the District has his/her current address on File.

## OBLIGATION WITH RESPECT TO REEMPLOYMENT OR OTHER EMPLOYMENT

- A. For one (1) year after the effective date of termination pursuant to this procedure's provision, the Board shall offer to a Member who has been terminated all positions that become available for which he/she is certified. Every possible effort shall be made to return said Member to the position held immediately prior to layoff or to a substantially equivalent position. If several former Members are certified for a position, the position shall be offered to the certified Member who had the most seniority when laid off. The offer shall be made by certified mail, return receipt requested, and the Member shall be notified that he/she must submit acceptance within ten (10) calendar days. Acceptance shall be in writing.
- B. A Member who is recalled within one (1) year shall have restored all benefits accrued on the effective date of the termination, and for payroll purposes shall be given credit for all previous teaching experience to which he/she would be entitled under this Contract.
- C. A Member who is laid off shall remain on the recall list for one (1) year after the effective date of layoff unless the Member:
  - 1) Waives recall right in writing;
  - 2) Resigns: or
  - 3) Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position.

## **XXI. Vacancies and Teaching Assignment**

All vacancies for certified or extra duty positions for present or newly created positions shall be posted by the School Principal upon notification by the Superintendent. The president of the Crooked Oak Association will also be notified of all vacancies. This shall include all certified vacancies, administrative positions, and any extra duty assignments. (Revised August 2000)

1. During the school year, certified employees shall be emailed all notices of vacancies. Employees interested in the posted vacancy shall apply within three (3) business days of posting. If two or more certified employees apply for any vacancy, at least two of those employees will be interviewed before the vacancy is filled.
2. If at the end of the current school year or during the summer months a position opens or becomes available, certified staff will be notified via school email. All other vacancies will be emailed to certified staff as vacancies occur during the

- school year. All known vacancies shall be posted which may occur for the ensuing school year. (Revised Aug 2016)
3. Certified employees who desire a change in assignment or transfer to another building shall email their request to the superintendent prior to the last day of school. During the summer the district will send copies of vacancy notices to all teachers in the District via school email. Applications from District employed teachers will be considered for vacancies prior to those individuals not currently employed by the District.
  4. A change in assignment will be considered on the basis of the following criteria which are listed in order of priority:
    - a. Qualifications and certifications of certified employee.
    - b. Length of experience in Crooked Oak Public Schools.
  5. Approval of transfers or reassignments requested by certified employees depends upon a mutual agreement among the certified employee, the principal(s) and superintendent.
  6. Transfers or reassignments during the school year will be made only in case of an emergency situation. (Revised August 2007)

### **Teaching Assignment**

1. Employees are encouraged to submit a written request to his/her building principal requesting a transfer of assignment to an open position for which he/she is qualified, once School has started if interested. Continuing Contract employees will be notified of their tentative assignment for the ensuing school year by the end of the current school year if possible. (Revised July 2021)
2. The following criteria shall be considered:
  - a. Qualifications
  - b. Length of service at Crooked Oak.
  - c. Evaluations and test scores.If a change in assignment is proposed while school is not in session, the employee affected will be informed in writing. (Revised July 2021)
3. The building principal has the final authority to grant or deny transfers. If a certified employee is to be released by the district, said certified staff member will be notified by administration no later than the first Monday in June of the current school year. (July 2021)

### **XXIV. Transfer of Total Years of Teaching Experience**

All teachers being hired by Crooked Oak Public Schools will be allowed to transfer into the system their total years' teaching experience as certified by the Oklahoma State Department of Education and will be placed on the appropriate step on the salary schedule to reflect these years of experience, with the exception of certified employees/teachers who are retired and who, by law, are not subject to the State minimum salary schedule.

Retired Teachers who have completed their third (3<sup>rd</sup>) year of retirement will enter the salary schedule at Step 5 for their appropriate education level, moving up a step yearly for service.

Beginning in the 2017 – 2018 school year those retired teachers who are entering the district as “classroom teachers” under the provision of SB 428 will need to meet the requirements of SB 428, and they will enter the salary schedule at Step 5 for their appropriate education level, moving up a step yearly for service.

Beginning in the 2017 – 2018 school year, newly hired teachers will be given all out-of-state years of teaching experience as verified by the Oklahoma State Department of Education.

Beginning in the 2017 – 2018 school year, teachers will be given credit for all full-time teaching experience at an accredited college or university, after submitting documentation verifying their full-time teaching experience from the accredited college or university Human Resources Department. These teachers will start at Step 0 unless full-time years teaching experience has been verified by the accredited college or university Human Resources Department.  
(Adopted Negotiated Policy, 7-26-17)

### **XXV. Substitute Policy**

The District shall make every effort to employ certified teachers as substitutes. Teachers shall notify their principal or his/her non-teaching designee by 6:00 a.m. if possible, unless otherwise instructed, of the need for a substitute. Upon notification, the principal, or his/her non-teaching designee, shall contact and secure the services of a substitute if possible. Any Personnel who serves as a substitute must conduct the class as if it were his/her own. If it becomes necessary for classroom teachers to cover classes when a substitute is unavailable principals may assign, in writing, classroom teachers to cover a class or supervise additional students five times per semester with no more than five (5) times per week required. The following will be used to cover classes when a substitute is not possible, in this order; administrative or support staff will be utilized first, Classroom teachers who have notified the principal’s secretary of their desire to cover, and last, other Classroom teachers Classroom teachers required to substitute beyond the five times per semester will be paid per class period, according to the following schedule:

1. Elementary - \$15 – An elementary class period being forty (40) minutes long
2. Middle School - \$15
3. High School - \$15

When classroom teachers are required to supervise additional students for an entire day, ninety (\$90) dollars will be divided equally among all the classroom teachers supervising additional students from the class. (Revised August 2016)

### **XXVI. Grievance Procedure**

#### **Section 1 – Definitions**

- A. A “grievance” is a claim by an employee or group of employees that there has been a violation, misinterpretation or inequitable application of any provision of the Negotiated Agreement.
- B. The “grievant is the employee(s) making the claim.

- C. A “party in interest” is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be required to be taken in order to resolve a claim.
- D. The term “days” shall mean working days.

## Section 2 – Purpose

- A. Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time arise.

## Section 3 – Procedure

### A. Informal Procedure

- 1. Any employee or group of employees must attempt to discuss the grievance informally with any appropriate member of the administration and have the grievance adjusted in that manner, provided the adjustment is not inconsistent with the terms of this Agreement.

### B. Formal Procedure

- 1. Level One – Principal or Supervisor
  - a. If the grievance cannot be resolved informally, the grievant may reduce the grievance to writing, citing the article(s) and or sections(s) alleged to have been violated, and file it with his/her principal or supervisor. The filing of the formal written grievance at level one must be within twenty (20) days from the date of the occurrence or event giving rise to the grievance or from the date the employee became aware of the occurrence or event. The principal or supervisor shall hold a hearing with the parties in interest within ten (10) days of receipt of the written grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing including reasons for the decision, to the grievant and the Superintendent within five (5) days following the level one hearing.
- 2. Level Two – Superintendent
  - a. If the grievance is not satisfactorily resolved at level one, or if no decision has been rendered within five (5) days after the presentation of the grievance, the grievant may appeal the grievance to the Superintendent within five (5) days. The superintendent or his/her designee will schedule a hearing with the grievant within ten (10) days after receipt

of the written appeal from level one in an effort to resolve the grievance. The Superintendent or his/her designee shall render a decision on the grievance and communicate it in writing including the reasons for the decision, within five (5) days of the level two hearing, to the grievant and the principal or supervisor.

3. Level Three – School Board

- a. If the grievant is not satisfied with the level two decision, the grievant may submit the level three grievance to the Clerk of the School Board within ten (10) days of receiving the level two decision.
- b. The School Board shall convene a hearing with the grievant at the next regular School Board meeting unless said meeting will occur in less than ten (10) days. The hearing shall then be scheduled for the next succeeding School Board Meeting or for a special School Board meeting. The School Board decision will be final.

Section 4 – General Provisions

- A. The grievant shall have the sole responsibility for presenting and continuing pursuit of his/her grievance through the channels provided herein and within the time lines specified in this procedure.
- B. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- C. Failure to communicate the decision on a grievance at any step of the procedure within the specified time limits shall permit the grievant to proceed to the next step.
- D. No reprisals of any kind shall be taken against any party in interest, any witness or any other participant in the grievance procedure by reason of such participation in the grievance procedure.
- E. The grievant may be represented at all formal levels by whomever he/she chooses.
- F. Access to all pertinent information, not privileged under law, which is relevant to the issue raised by the grievance, shall be granted the grievant.
- G. All written and printed matter dealing with the procession of a grievance will be filed separately from the central office personnel files of the participants.
- H. Time lines at any level may be extended by mutual agreement of the parties, and such agreement shall be reduced to writing and placed in the record.
- I. Grievances affecting more than one work-site or where the building principal or supervisor is without authority to act may be filed commencing at level two.
- J. The association may file a grievance as the grievant to address an alleged violation of Association Rights.
- K. A copy of each completed Grievance Report shall be received by the Director of Finance, affected administrator, grievant, and Association.

## XXVII. Teacher Evaluation

In the Crooked Oak School District, evaluation is defined as a mutual endeavor among all staff members and the Board of Education to improve the quality of the educational program. The school district and the individual educator jointly accept the responsibility for the improvement of efforts to educate the students in our district. All staff members are expected to perform well in relation to their teaching responsibilities, statements of objectives, and approved performance criteria. Evaluation is on system for documenting the criteria and the evidence of achievement by staff members.

### A. Definitions:

- 1) Formal Evaluation – A process for improving the education of pupils through Member professional growth and as criteria for Member contract renewal. Evaluation is an ongoing process encompassing the entire educational experience. The formal evaluation must include each of the following steps:
  - i. Pre-observation conference
  - ii. First individual classroom observation
  - iii. First observation conference will take place within 5 school days of observation
  - iv. Second individual classroom observation (not less than 10 school days after the first individual observation.)
  - v. Second observation conference will take place within 5 days of observation
  - vi. Written formal evaluation
  - vii. Evaluation conference
- 2) Pre-observation and Observation – The pre-observation conference shall serve to arrange for observation and may include a review of lesson plans and objectives. No written forms shall be required for pre-observation. All formal observations shall be conducted openly and with the knowledge of the Member.
- 3) Member Evaluation Forms – The purpose of Member evaluation forms (Educators, Counselors, Media Specialists, Nurses) is to provide consistency throughout the District in reporting information, through established criteria, for self-evaluation and formal evaluation. The forms shall provide for assessing areas of professional strengths and weaknesses. Any areas of needed improvements shall be so noted and a plan of improvement provided as specified in Section C of this article.

### B. Procedures:

The building principal, the assistant principal(s) or other qualified administrators have the sole responsibility for evaluation.

Formal evaluation shall be made of Temporary and Probationary Members a minimum of twice during the school year. Once during the first semester and the second being completed prior to April 30<sup>th</sup>. Formal evaluation shall be made of career Members a minimum of once every school year prior to April 30<sup>th</sup>.

(Revised Aug 2014)

Step 1 – The evaluating administrator shall conduct a minimum of two individual classroom observations of not less than thirty (30) minutes. Both observations shall be scheduled observations, which shall include an initial pre-observation conference between the evaluating administrator and the Member to be evaluated. Purpose of the conference shall be to discuss the objective(s) of the lesson, hear how the Member plans to conduct the lesson, and how the Member expects to know if the objective is reached. The evaluator should be informed if there are special characteristics of the class, such as an ability grouping. At least ten (10) school days must occur between the first observation and the second observation. Timely feedback shall be given to the Member following each of the observations. Observation conferences must be held within 5 days of the two observations.

Step 2 – The evaluating administrator shall complete the written evaluation and hold an evaluation conference with the Member. The Member and evaluating administrator shall sign the Member evaluation form and a copy shall be given to the Member. The signature of the Member does not indicate agreement with the evaluation. The Member shall have the right to place in his/her file a response/rebuttal to any written evaluation within ten (10) work days of receipt of the evaluation. The response/rebuttal shall be attached to the written evaluation. Any adverse evaluation of a teacher's performance, placed in his/her file, may be subject to the grievance procedure in accordance with Article XXVI of the Negotiated Agreement.

C. Assistance for Suggested Areas in Need of Improvement.

When the evaluation process of a Member indicates the need to improve professional skills, the evaluating administrator shall provide a Personal Development Plan to eliminate difficulties noted on the evaluation. Each "*Ineffective*" or "*Needs Improvement*" rating requires the administrator to complete a Personal Development Plan for improvement specifying what the Member should do to overcome that particular inadequacy. Such assistance and plan shall be in writing and a signed copy retained by the appropriate administrator and the Member.

D. Changes, additions and/or deletions to the Principals' TLE Observation & Evaluations System Handbook 2015-2016 and the Rubric/Observation Forms shall not be made until all parties to this agreement have entered into a Memorandum of Understanding outlining the proposed changes.

**XXIII. School-Wide Evening Activities**

Certified teachers who attend academic school-wide events shall be paid a stipend of \$30.00 per event when said events are held during the evenings. Stipends shall not be paid for teachers' attendance at evening parent-teacher conferences and Open House. (Adopted Aug 2014)



**XXIX. Dress Code for Certified Staff**

Teachers and School personnel are professional and shall dress accordingly. No shorts or jeans will be permitted. However, P.E. Teachers may wear shorts. On Spirit Friday, if approved by principal, teachers may wear jeans and an appropriate spirit shirt. On days of excessive heat or cold, exceptions may be made by the building principal. (Revised July 2021)

**XXX. Staff Relations**

The worth, dignity, and rights of the individual shall be paramount in all professional relationships involving board members, administrators, teachers, district employees, parents, and students in order to foster a positive working climate. Personnel matters requiring warnings/disciplinary actions shall be handled in private following the guidelines established in the negotiated contract. (Revised August, 2005)

**XXXI. Teachers Lounge**

Teachers in each building will be provided a designated area that will be maintained exclusively for staff members and off limits to students (Revised August 2000)

**XXXII. Technology**

The district shall strive to provide computers and easily accessible printers to every teacher. The district shall strive to make skills training available to all teachers for required computer programs. Teachers with multiple classrooms shall have a convenient designated computer and printer. Teachers who do not have computers readily accessible in their classrooms shall be offered a viable alternative for reporting student absences hourly. (August 2005)

**XXXIII. Emergency Lockdown**

Teachers will be notified as soon as possible of the reason for any emergency lockdown via e-mail or intercom so they will know what actions are appropriate to protect the students. Teachers without intercom (PE, etc.) will be provided by the school with a walkie-talkie or other appropriate device so they can be notified of the need to protect students with a lockdown. (August 2004)

**XXXIV. Acceptance**

This document represents the full and complete agreement entered into by the Crooked Oak Association of Classroom Teachers and the Crooked Oak Board of Education for the current school year. All provisions of this agreement shall be and shall continue in full force and effect until both parties ratify a successor agreement.

# Procedural Agreement

A. Purpose

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

#### B. Recognition

1. This agreement is made and entered into by and between the Crooked Oak Classroom Teachers Association here-in-after termed the “Association” and the Board of Education of Crooked Oak Public Schools, here-in-after termed the “Board”.
2. The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees, excluding administrators, of the Crooked Oak Public Schools. The Board as a whole and individual members agree not to negotiate with any individual member of the bargaining unit and/or any member of the school staff. The board will only recognize the Crooked Oak Association of Classroom Teachers as the official negotiation organization and will not recognize any other employee organization as the representative of the members 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 at regular negotiation sessions. (Revised: May 1996)

#### C. Scope of Bargaining

1. The Board and the Association Agree to negotiate in good faith on wages fringe benefits and other terms and conditions of employment.
2. The Board retains and reserves unto itself, without limitations, all powers rights and authority conferred upon and vested in it by State and Federal law including the right to make policy, rules and regulations that are not inconsistent with any law or the negotiation agreement.
3. There shall be no negotiations on inherent managerial policy including the function of the Board, the determination of the Board’s budget and the selection of personnel.

#### D. Negotiation Procedures

The primary function of the negotiating body is to represent and negotiate compensation, benefits, and conditions. It is not to attempt to create a division among staff or staff and administrators.

1. Negotiation Terms
  - a. The Board and the Association shall each designate in writing the names of not more than five (5) persons who shall serve as

their respective representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on their teams who will serve as spokesperson.

## 2. Opening Negotiations

- a. The first negotiations session shall occur within thirty (30) days of the request unless the parties mutually agree upon another date.
- b. At the first meeting, both parties will meet with their list of items for negotiations in hand. Subsequent proposals may only be submitted upon mutual agreement of the parties.

## 3. Negotiation Sessions

- a. Only members of the respective negotiation teams may be present during negotiations sessions. Other parties may be permitted to be present only by mutual agreement of the parties.
- b. No recording or official transcripts shall be made without mutual agreement of the parties.
- c. Negotiations will be conducted at the times, dates, and places mutually agreed to by the parties. The time, date, and place of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.
- d. Negotiations meetings shall be scheduled at times which will not interfere with the teacher workday and the educational programs of the district.

## 4. Tentative Agreement

- a. Both parties agree it is their mutual responsibility to empower their 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.

## E. Fact Finding Procedures

1. If bargaining representative for the Board and Association are unable to reach tentative agreement on any or all bargaining issues by means of mediation an impasse shall exist and all remaining unresolved issues shall be referred to a three (3) member fact finding committee in accordance with applicable Oklahoma Statutes. The parties may mutually agree to extend impasse deadlines.
2. The fact finding committee shall consist of (a) one (1) fact finder selected by the Association with written notice given to the Board within five (5) calendar days after the reaching of impasse; one (1) fact finder selected by

the Board with written notice given to the Association within five (5) calendar days after the reaching of impasse.

3. The chairperson of the committee shall be selected from the State Superintendent of Public Instruction's list of fact finders. The bargaining spokesperson for the Board and Association shall, within five (5) calendar days of the existence of the impasse, transmit a written request bearing both their signatures to the State Superintendent of Public Instruction for a list of five (5) potential fact finders.
4. Within five (5) calendar days of receipt of the list provided by the State Superintendent of Public Instruction or designee, the fact finders selected by the Board and Association shall select the third fact finder. If unable to mutually agree upon a fact finder from the list of five (5) potential fact finders, the Board and Association fact finders shall execute a coin toss, the winner of which shall be first to strike one (1) name from the list of five (5), followed in like manner by the loser of the toss striking one (1) name and continuing in the same order until but one (1) name is left, such person to serve as chairperson of the three (3) member fact finding committee.
5. The Board shall be responsible for all expenses of its selected fact finder, as shall the Association for its selected fact finder. The Board and the Association shall share equally in the expenses of the chairperson and in all other expenses accruing from fact finding.
6. Within five (5) calendar days of the selection of the chairperson, Board and Association bargaining representatives shall meet to exchange written language stating their positions of the issues at impasse, and further, shall combine three copies each of their written language in a sealed packet for transmittal to the chairperson for committee distribution.
7. The chairperson shall schedule and hold an initial private meeting of the fact-finding committee, at which he/she shall open the sealed packet and make distribution of the respective parties' written language on the issues. The committee shall conclude a "Fact Finding Committee Convention Agreement", in which rulings shall be issued concerning: (1) the date, time, and place of the fact finding hearing; (2) fact finding hearing procedures; (3) rules for the calling and questioning of witnesses, as well as the presentation of other documentary and oral evidence; (4) the order of consideration of the bargaining issues in dispute; (5) post-hearing committee meetings and procedures; (6) pre and post-hearing communications between and among fact finders and bargaining representatives for the parties; (7) standard of content for the fact finding committee report; and (8) any other matters deemed important to the conduct of a fair and orderly fact finding. A properly executed copy of the "Fact Finding Convention Agreement" shall be transmitted to the bargaining spokesperson for receipt no later than five (5) calendar days prior to the holding of the fact-finding hearing.

8. The committee shall schedule and hold the fact finding hearing within twenty (20) calendar days of the chairperson's selection and within ten (10) days of the hearing submit a report to include written recommendations, to the bargaining spokespersons for the Board and the Association.

#### F. Post-Fact-Finding Procedures

1. If either the Board or the Association decides it must reject on or more of the committee's recommendation, said party must, within seven (7) calendar days after its receipt of the recommendations, request a meeting of the representatives who have been bargaining for the Board and the Association. The parties shall meet within seven (7) calendar days after its receipt of the recommendations, request a meeting of the representatives who have been bargaining for the Board and the Association. The parties shall meet within seven (7) days of the request unless both parties deem it necessary. At such meeting, the representative 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 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 written statements, either party may discontinue such effort.
2. If the effort to resolve differences is successful, the Board and Association shall draft a tentative collective bargaining agreement subject to final ratification or approval by each party. An original copy of such agreement, when duly ratified or approved by both parties, signed by the President and bargaining spokesperson for the Board and the President and bargaining spokesperson for the Association, dated and notarized, shall also be forwarded to the office of the State Superintendent of Public Instruction by the Board within fourteen (14) calendar days of its execution.
3. If the effort to resolve differences is unsuccessful in whole or in part, the Board shall forward in writing to the office of the State Superintendent of Public Instruction its final disposition of the collective bargaining impasse twenty-four (24) calendar days of the effective date of the disposition's implementation.

#### G. Savings Clause

1. If any provisions of this agreement or application of the agreement to any employee covered hereby shall be found contrary to law then all other provisions or application of the Agreement shall continue in full force and effect.

#### H. Duration of Agreement

1. This agreement shall continue in effect for successive fiscal year periods unless notice is given in writing between April 1<sup>st</sup> and April 30<sup>th</sup> of each year, by either party, that which the party desires to modify, amend or terminate this agreement. Any resulting modification shall become a part of the tentative agreement submitted for ratification according to corresponding sections of this agreement.

This agreement represents in full and complete agreement between the Board and the Association.

Ratification of this Agreement between the parties is attested to by the representatives whose signatures appear below on this 9th day of August 2021;

Signature of Parties:

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President COACT  
Nadine Gallagher

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Superintendent  
Brad Richards

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Board of Education President  
Tammy Carpenter