

**CONTRACTUAL AGREEMENT**

**by and between**

**CUSHING PUBLIC SCHOOLS BOARD OF EDUCATION**

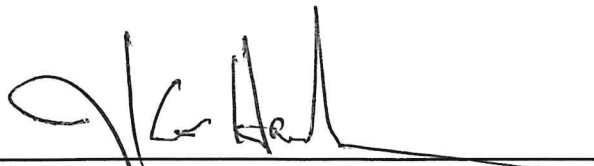
**and**

**CUSHING ASSOCIATION OF CLASSROOM TEACHERS**

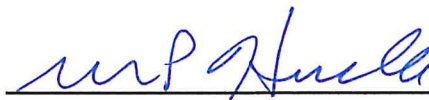
**EFFECTIVE DATES:**

**From: July 1, 2020**

**To: June 30, 2021**



**President  
Cushing Association of Classroom Teachers**



**President  
Cushing Board of Education**

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## PREAMBLE

THIS AGREEMENT, entered into this 6th day of August, 2007, is by and between the Board of Education, Independent School District Number I067, Payne County, Oklahoma, hereinafter referred to as the "Board" and the Cushing Association of Classroom Teachers, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Cushing Independent School District is their mutual aim and that the character of such education depends substantially upon the integrity, ability and efforts of the teachers, administrators, board members and non-instructional employees, and

WHEREAS, the Board and a professional organization representing the professional educators employed by said Board, are authorized to enter into an agreement for the purpose of establishing an orderly process of communications between such employees and the Board in order to strengthen methods of administering employer-employee relations, and

WHEREAS, the Association is a professional organization designated in writing by a majority of the professional educators of the Cushing School District as their representative for negotiations with the Board in the administration of such employer-employee relations, and

WHEREAS, the Board and the Association being desirous of entering into an agreement in writing for the purpose of prescribing the methods of negotiating between the Board and the professional educators in its employment,

IT IS HEREBY AGREED AS FOLLOWS:

## ARTICLE I: RECOGNITION AND EFFECT OF AGREEMENT

### A. RECOGNITION:

1. The Board recognizes the Association as the exclusive bargaining representative of the professional educators employed by said Board; provided that such recognition shall continue so long as such Association is so authorized by a majority of the professional educators of Cushing School District. It is further understood that any person who desires not to be represented by the Association may so state in writing to the Board.
2. "Professional educators" shall be defined as certified public school teachers and/or members of the Cushing Association of Classroom Teachers employed by the Board of Education of Independent School District Number I067, Payne County, Oklahoma.
3. Before entering into negotiations, the Association, upon request, shall furnish the Board with proof of its authority to act as the exclusive bargaining representative of the professional educators of said school district for the next contract year.

### B. EFFECT OF AGREEMENT:

1. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through negotiations.
2. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.
3. Any contract between the Board and an individual teacher who is a member of the Association and has not requested separate negotiations shall be expressly subject to the terms and conditions of the agreement.
4. A complete contract for the current year will be placed in the building principal's office. Each CACT building representative will have a complete copy. Any teacher who wishes to have a personal copy will be furnished one upon request.

## ARTICLE II: NEGOTIATING PROCEDURE

### A. NEGOTIATING REPRESENTATIVES:

1. The Board representatives must be presently serving on the Board or employed by the Board, in an administrative position.
2. The Association representatives must be professional educators employed by and serving in the Cushing School District.
3. Either party may employ legal counsel for consultative purposes.

5. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
6. During negotiations as described in Article II, Section D, releases to news media shall be made only as agreed to jointly.

E. JOINT STUDY COMMITTEES:

1. The negotiators may create joint study committees composed of such members as they deem proper. The cost of these joint study committees will be shared equally by the Board and the Association.
2. Consultants may be used if deemed necessary by either party. The cost of consultants will be paid by the party utilizing the consultant.
3. If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of regular salary. However, the cost of substitute teachers shall be borne by the Association.
4. Recommendations and reports of joint study committees are advisory in nature.
5. Upon completion of its study and submittal of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the Association and the Board.
6. The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study of any subject.

F. ADOPTING AGREEMENTS:

1. Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional approval pending ratification by the Board and the certified personnel. The final agreement will be signed by the Board and the Association.

G. DECLARATION OF IMPASSE:

1. Either negotiations team shall have the authority to declare impasse in writing when negotiations reach a point of non-communication.

H. IMPASSE PROCEDURE:

1. Either party shall notify the Federal Mediation and Conciliation Service of the state of impasse and shall request mediation services.
2. If mediation fails to bring about mutual agreement on all items, such items still in dispute shall be submitted to a fact-finding committee within 30 days.

3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Days” shall mean teacher employment days, except as otherwise indicated. If the stipulated time limits are not met by the Board, the grievant shall have the right to appeal the grievance to the next level of the procedure. If grievant fails to meet the time limit, his grievance is dropped.

B. RIGHTS TO REPRESENTATION:

1. The Board shall recognize a Professional Rights and Responsibilities Committee upon its selection by the Association. At least one Association representative shall be present for any meetings, hearings, appeals, or other proceeding related to a grievance which has been formally presented.
2. If, in the judgment of the Association, a grievance affects the Association, the Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at State II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class action grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Stage II.
3. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, providing that the grievance involves the application or interpretation of the Agreement.

C. INDIVIDUAL RIGHTS:

1. Nothing contained herein shall be construed as limiting the rights of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as such disposition is not inconsistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association representative shall have the right to be present and to state its views at all stages of the grievance procedure.
3. Any grievance shall be submitted not later than 10 school days after incident or happening.

D. PROCEDURE:

It is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:

E. EXCEPTIONS TO TIME LIMITS:

When a grievance is submitted at any stage on or after May 1, time limits shall consist of all week days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

F. NO REPRISALS:

No reprisals will be taken against any teacher because of his/her participation in this grievance procedure.

G. COOPERATION OF BOARD AND ADMINISTRATION:

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance.

H. RELEASED TIME:

Should it be agreed by the Board and the Association that the investigation or processing of any grievance requires that a teacher or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits. Payment of substitute shall be paid by the Board or Association determined on which party asks for release time.

I. PERSONNEL FILES:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. GRIEVANCE FORMS:

Forms for filing grievances will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board. A copy of the form shall be attached hereto as Appendix A.

#### ARTICLE IV: ASSOCIATION RIGHTS

A. The Association shall have the right to use designated areas in school buildings for meeting of teachers, provided there is no interference with any scheduled school activities. The use of designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Board rules and regulations.

B. The Association shall have the right to bulletin board space of at least nine (9) square feet, but no more than twelve (12) square feet in area, for the purpose of posting materials dealing with proper and legitimate business of the Association. Such board shall be placed in a well lighted area in the office or teachers' lounge. In school buildings which do not have bulletin boards for this purpose, the Association shall have the right to provide them.

C. The Association shall have available at the superintendent's office a copy of the agenda and recommendations of the Superintendent to the School Board prior to each School Board



- E. Professional meetings for training or instructional purposes requiring attendance of all teaching personnel and requiring a time period of more than one hour duration will be scheduled as in-service meetings during the regular school day.
- F. Teachers will be notified by an administrator, if at all possible, at least two days prior to requesting all teachers to meet during any time which is not regular teaching hours. This will permit teachers to cancel previously scheduled appointments in most instances.
- G. A preparation period of 55 minutes per day or its equivalent will be provided for all teachers. This period will be free from all duties, including, but not limited to, playground, hall, lunchroom, or study hall. The principal of each school will certify to the Board of Education, on request, that all teachers are utilizing the preparation period for his or her classroom teaching assignments or other school duties.
- H. A program shall be conducted for the instruction of new teachers into the school system. Each new teacher shall be assigned to an experienced member of the staff of his school to whom the new teacher may turn for advice and guidance during the school year. All teachers shall be given a copy of the Contractual Agreement when they are asked to sign their contract, together with copies of the Board Personnel Policies and any other items developed through mutual deliberations with the Cushing Classroom Teachers' Association. Cost of production to be shared equally by Board and Association.
- I. The Organization Development Team (which will include a CACT representative) will be consulted in planning and adjusting the school calendar.

#### ARTICLE VII: EVALUATION OF TEACHERS

- A. All observations to be used for evaluation purposes of the classroom teaching performance shall be conducted openly and with the full knowledge of the teacher. No final evaluation of any teacher's classroom performance shall be completed and filed unless and until the evaluating personnel shall have observed the teacher at work at least two (2) times, or three (3) times, if the teacher shall request promptly after the second observation, that he be observed again. No teacher shall receive adverse comments from any observer in the presence of pupils.
- B. Each teacher shall be given a copy of any written evaluation report intended for his file and shall have the opportunity to discuss such report with the evaluating personnel. After such discussion, the teacher shall sign the report, indicating only that he has read and discussed the evaluation. His signature does not indicate agreement with the report. The teacher shall have the right to place in his file a rebuttal to any written evaluation. This rebuttal shall be signed by the person making the original evaluation as an acknowledgement that it has been called to his attention. Note that signing the evaluation does not indicate agreement with the evaluation. If the teacher is given what he or she considers an inaccurate evaluation, the teacher should make certain to file a rebuttal. Failure to file a rebuttal might be construed as acceptance of the accuracy of the evaluation.
- C. Any adverse evaluation of a teacher's performance placed in his file may be subject to the grievance procedure herein set forth.
- D. Upon written request, each teacher shall have the right to review the contents of his evaluation file, excepting, however, any confidential references given at the time of employment or the



- E. Certificated personnel, whose assignments require travel, shall be reimbursed at the rate allowed by the IRS per mile for use of personal automobile. Proper approval must be received from the superintendent.

#### ARTICLE X: SICK LEAVE

- A. SICK LEAVE – Each employee is entitled to sick leave defined as necessary absence from duties due to personal accidental injury, illness, or pregnancy, or accidental injury or illness in the immediate family without the loss of salary for not to exceed ten (10) days during each school year, and the right to such leave shall vest at the beginning of the school year. Pregnancy will be treated as any other temporary disability. Female teachers shall be allowed to use any or all accumulated sick leave for maternity leave.
- B. Unused sick leave will accumulate from year to year, as long as the employee remains continuously in the service of the Cushing Public Schools; however, the maximum accumulated sick leave credit at any time shall not exceed one hundred twenty (120) working days with a maximum of eighty (80) of these days to be used for actual sick leave and the remaining (40) days to be used for other record keeping purposes. An employee may use his accumulated sick leave for personal illness or illness in his immediate family, as hereinafter defined: the term “immediate family” is defined to mean husband and wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity. Each employee upon request shall receive notice of his accrued sick leave. An employee who takes unfair advantage of sick leave benefits shall be subject to forfeiture of days pay/each day violation. C.A.C.T. will aid the administration in policing the sick leave. Any employee may be required to submit appropriate evidence asked by administration concerning the cause of his absence in order to qualify for sick leave benefits. C.A.C.T. will investigate misuse of sick leave when requested the by the superintendent.
- C. Teachers with a minimum of seven years’ experience in Cushing who leave the system will be paid for unused sick leave up to the maximum (currently 80 days) at the rate of one-half the pay for non-certified substitutes for each day accumulated.

As long as this provision is in effect, the Cushing Board of Education goes on record as leaving the total days accumulated sick leave at no more than eighty (80) days.

- D. In the event a teacher with a minimum of seven years’ experience in the Cushing School system dies while still employed by the school system, the teacher’s estate will be paid for unused sick leave up to the maximum (currently 80 days) at the rate of one-half the pay for non-certified substitutes for each day accumulated.

#### ARTICLE XI: LEAVES OF ABSENCE

In the event a teacher is absent from school due to any leave defined in the contractual agreement, the principal or his/her designee shall be responsible for obtaining substitutes. Any teacher wishing to personally obtain the substitute has that option. The teacher will notify the principal or his/her designee as soon as possible that a substitute has been obtained or needs to be obtained.

- c. to perform service for compensation
  - d. to participate in professional activities
  - e. for entertainment, recreation, travel, or vacation
  - f. for religious activities
  - g. for inclement weather
5. In cases covered by the approved categories for emergency leave prior approval of the principal must be secured, when possible, at least forty-eight (48) hours in advance. When this is not possible, the forty-eight hour provision may be waived by the principal. Written statement should be submitted by the employee regarding the case of absence. Reasons for emergency leave shall be noted on the building payroll. Principals should keep a written request on file for reference should questions arise regarding approval.
  6. When it becomes necessary for a teacher or an administrator to fulfill the duties of citizenship during school time while serving on jury duty, the teacher or administrator will receive his/her regular salary from the school Board during the time required off, and the Board will pay for the substitute teacher.
  7. If the teacher elects to attend a funeral of anyone other than immediate family, the teacher will pay the cost of a certified substitute when one is needed. This leave is limited to one day in state, and two days out-of-state. This does not apply when other teachers voluntarily cover the classes of the teacher with the approval of the principal.

D. EXTENDED LEAVE OF ABSENCE WITHOUT PAY:

1. Leaves of absence without pay shall be granted only after the employee has worked in the school district for at least three consecutive years as a full time contract employee, except for involuntary military service. Extended leaves of absence may be granted one year and may be renewed upon written request as follows: (a) maternity - may be extended two years; (b) personal illness – may be extended two years; (c) caring for sick members of immediate family – no extension will be granted; (d) military service – may be extended two years; (e) public office – may be extended for term of office. Employees failing to meet the provisions of a specific leave shall not be entitled to reinstatement.
2. Maternity – The employee shall file a written application for leave of absence, said application to designate beginning and terminal dates of requested leave and must be filed with the Superintendent of Schools not less than one month prior to the beginning date of such requested leave of absence or reinstatement under the provisions of a leave of absence.
3. Personal Illness – Requests for leaves of absence for personal illness, requests to return from such leaves, or requests to extend such leaves must be accompanied by a physician’s statement. Teachers on leave of absence for personal illness will not be permitted to do substitute teaching.

classrooms. Comment: Teachers should feel free to ask that the maintenance work be delayed if such work will interfere with a particularly important instructional situation.

### ARTICLE XIII: REDUCTION IN FORCE

When a reduction in the number of teachers in the system is necessary, qualified volunteers shall be first reassigned; then, reassignment will be made based on seniority, beginning with the most recently employed teacher.

When a district-wide reduction in the number of teachers in the bargaining unit is necessary, the overall student program needs of the district will be primary criteria in establishing priorities for programs and those teachers to be released.

In the event of a need to reduce the number of teachers employed by Cushing Public Schools, such reduction shall be achieved by resorting first to the normal attrition of teachers caused by resignation, retirement, death, and factors other than involuntary discharge without lawful cause.

When it becomes necessary for the Board to further reduce the number of certified employees, said reduction in force will be made according to the following policy:

- A. The positions eliminated will be the determining factor, not the teachers occupying those positions.
- B. Nontenured teachers will be placed on inactive employment status before a tenured teacher is terminated. A nontenured teacher will be retained when a tenured teacher “is not qualified” for certification to teach the position for which the nontenured teacher is retained. All teachers must be certified in assigned areas.
- C. If there is more than one nontenured teacher in the position being reduced, the criteria listed below in this order will be used in determining which of the nontenured teachers will be retained and which will be terminated.
  1. The teacher must have certification in a retained teaching position which is open. A nontenured teacher with standard certification for the retained position will be retained over a teacher with temporary certification.
  2. Nontenured teachers with higher evaluation ratings and/or fewer written reprimands may be retained over nontenured teachers. Teachers should have prior knowledge of any documentation used for this purpose.
  3. If certification and evaluation are the same, the determining factors in order of importance:

Years of teaching experience in Cushing

Academic degree status

Years of teaching experience

- B. As specified in the Cushing Staff Development Plan, all certified, full-time personnel will participate in a minimum of seventy-five (75) clock hours of staff development activities during each five-year period with a minimum of five (5) clock hours to be earned annually on the local professional days.

#### ARTICLE XVI: EVALUATION OF PRINCIPALS

Teachers shall have the right to participate in the evaluation of principals on an individual basis at the time teachers are evaluated. A form will be devised by the Board that will include both teacher and principal evaluation. No evaluation by teachers shall be given as a formal report to the Superintendent or Board of Education.

#### ARTICLE XVII: PROTECTION OF TEACHERS

All cases of assault suffered by teachers in connection with their employment shall be reported in writing by the teacher to the principal. In any case of assault upon a teacher, or a complaint or suit by third parties as a result of action taken by the teacher while performing his and/or her duties, the Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

#### ARTICLE XVIII: COMPLAINT PROCEDURE

- A. In order to encourage the harmonious and expeditious resolution of complaints by a student, parent or any other citizen against a teacher, the Board agrees to direct the citizen to discuss the matter fully with the teacher. It is understood and agreed that if the complaint is not resolved at this level, and if it is appealed to a high authority (building principal, superintendent, Board), the teacher shall be notified immediately and given the opportunity to provide the necessary background information before any further action is taken on the matter.
- B. If the complaint against a teacher results in an investigation, the teacher shall have the right, if he chooses, to be represented by a duly designated representative of the Cushing Association of Classroom Teachers at every state of the proceedings. In all cases, the Board will assure that in any investigation of charges against a teacher, that he is given due process.

#### ARTICLE XIX: MISCELLANEOUS

- A. The Board of Education shall maintain all its inherent rights, allowed by law, to manage and direct the school systems.
- B. There shall be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, marital status, membership or non-membership or participation in any professional, civic, parent, or charitable organization, in the evaluation, employment, transfer or promotion of personnel.
- C. All sport season passes shall be made available to all certificated personnel. These passes shall be valid for all local sports events and will admit the holder, spouse and children, and be non-transferable.
- D. If an employee opts not to take the insurance offered through the school, the district will provide a dollar amount to those employees (\$69.71 this year).



**CUSHING PUBLIC SCHOOLS  
TEACHER SALARY SCHEDULE  
2020-2021**

<u>YEARS EXPERIENCE</u>	<u>BACHELORS DEGREE</u>	<u>NBCT - BACHELORS</u>	<u>MASTERS DEGREE</u>	<u>NBCT - MASTERS</u>	<u>DOCTORATE DEGREE</u>
0	39,821	40,021	41,211	41,411	42,601
1	40,255	40,455	41,645	41,845	43,035
2	40,689	40,889	42,079	42,279	43,469
3	41,124	41,324	42,514	42,714	43,904
4	41,558	41,758	42,948	43,148	44,338
5	42,030	42,230	43,420	43,620	44,810
6	42,493	42,693	43,883	44,083	45,274
7	42,957	43,157	44,347	44,547	45,737
8	43,420	43,620	44,810	45,010	46,200
9	43,883	44,083	45,274	45,474	46,664
10	44,904	45,104	46,788	46,988	49,165
11	45,397	45,597	47,281	47,481	49,771
12	45,890	46,090	47,774	47,974	50,745
13	46,382	46,582	48,267	48,467	51,846
14	46,875	47,075	48,759	48,959	52,728
15	47,387	47,587	49,378	49,578	54,298
16	47,880	48,080	50,241	50,441	55,281
17	48,373	48,573	51,090	51,290	56,245
18	48,866	49,066	51,931	52,131	57,210
19	49,359	49,559	52,773	52,973	58,155
20	49,872	50,072	53,635	53,835	59,132
21	50,365	50,565	54,496	54,696	59,958
22	50,859	51,059	55,357	55,557	60,919
23	51,352	51,552	56,219	56,419	61,781
24	51,845	52,045	57,080	57,280	62,642
25	53,381	53,581	58,808	59,008	64,415
26	53,806	54,006	59,233	59,433	64,840
27	54,231	54,431	59,658	59,858	65,265
28	54,656	54,856	60,083	60,283	65,690
29	55,081	55,281	60,508	60,708	66,112
30	55,506	55,706	60,933	61,133	66,540

The above schedule includes full teacher retirement contributions (7% on all salary) which amount will be deducted from the above amounts and paid by the district. This year the district also pays 9.5% additional.

- The school district pays for:
- °Full cost of workmen's compensation
  - °Full cost of unemployment insurance
  - °50% of social security contributions
  - °Full cost of school professional liability
  - °Flexible cash benefit allowance of \$69.71 to be given as cash to those not taking insurance

**APPENDIX A**

**GRIEVANCE REPORT FORM**

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**STAGE IV**

**DATE** \_\_\_\_\_

**ARBITRATOR** \_\_\_\_\_

**RESOLUTION:**

## **APPENDIX B**

### **DUE PROCESS**



**Please make note of these changes to your contractual agreement for the  
2020-21 school year**

**CHANGES TO CONTRACTUAL AGREEMENT  
September 10, 2020**

**No Changes to the Contractual Agreement for the 2020-21 school year.**