

## PROCEDURAL AGREEMENT 1

### Agreement Clause

This agreement is made and entered into this 5th day of February, 1979, by and between the Garber Classroom Teachers' Association, hereinafter termed the "Association" and the Garber Board of Education of Independent School District I-47 1\2 of Garfield County, Oklahoma, hereinafter termed the "Board" and pursuant to Title 70 Oklahoma Statutes, Section 509, 1-509, 10, the parties agree as follows:

### Article I: Purpose

It is the purpose of this procedural agreement to establish an orderly process of communications between certified school employees and the school district.

### Article II: Recognition

2.1 The Board recognizes the Association as the exclusive representative of all regularly employed professional educators of the Garber School District.

2.2 The Association shall continue as such exclusive representatives until such time as a majority of the professional educators petition the Board requesting new authorization cards.

2.3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

### Article III: Compliance with Laws Clause

3.1 The Association and the Board shall abide by all applicable State and Federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board: however, the adoption of such rules, regulations, and policies as the Board may deem necessary shall be limited by the specific and expressed terms of the ratified Agreement.

3.2 If any provision herein of application of said provision shall be found to be contrary to the law, such provision of application shall have affect only to the extent permitted by law, and all other provisions of applications of this agreement shall continue in full force and effect. Said invalid provision shall be renegotiated at the request of either party beginning not later than thirty (30) days subsequent to the request.

### Article IV: Negotiating Procedures

4.1 Written request for negotiations between the Board and the Association may be submitted by either party. A written response will be made within ten (10) calendar days of the receipt of any such written request.

4.2 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however, that the first meeting shall be held within ten (10) days of such written response.

4.3 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours, and conditions of employment.

4.4 Either party may, if it so desires, utilize the services of outside consultants; such consultants, however, shall not be present nor participate in the actual negotiations process.

4.5 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.

4.6 Negotiations shall be conducted in closed session between both teams and the consultants established in 4.4.

4.7. All negotiation proposals will be made exclusively to the negotiation teams of the Association and Board.

4.8 Each party will carry the necessary authority to make proposals and counter-proposals, to compromise, and to make agreements subject to final ratification.

4.9 Final agreements will be signed by the Board and the Association after approval and ratification.

#### Article V: Mediation

5.1 If the negotiations described in Section 4 have reached an impasse, the issues in dispute shall be submitted to mediation for the purpose of inducing the Board and the Association to make a voluntary agreement. In the event that the parties are unable to agree upon a mediator, the mediator shall be provided by the Federal Mediation and Conciliatory Services (FMCS).

5.2 The format, dates, and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.

5.3 The mediator will meet with the Board representatives and the Association representatives either separately or together.

5.4 To the extent that tentative agreements are reached as a result of mediation, the mediator shall report the issues which remain in dispute to respective parties.

5.5 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

#### Article VI: Fact Finding

6.1 If the mediation described in 5.1 has failed to bring about total agreement, all items remaining at impasse shall be referred to a three member committee. Said committee shall consist of one member selected by the Board representatives, one member selected by the Association representatives, and the third member selected by the first two members who will act as chairman. This third member shall be selected from a list of names submitted by the Board and a list of names submitted by the Association.

6.2 In a maximum of fifteen (15) calendar days, if the first two members fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any reason an appointment cannot be made from such lists of names, a new committee will be appointed. In a maximum of fifteen (15) calendar days, if the two members of the second committee fail to agree upon any of the persons named, a third committee will be appointed. In a maximum of fifteen (15) days, if the two members of the third committee fail to agree upon any of the persons named, the Federal Mediation and Conciliatory Service will appoint a third member according to their rules.

6.3 The fact finder will have the authority to hold hearings and make procedural rules.

6.4 Within a reasonable time after the conclusion of such hearings, the fact finder shall submit a report in writing to the Board and the Association only, and shall set forth in the report his findings of fact, reasoning, and recommendations on the issues submitted.

6.5 The costs for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

6.6 The Board will be responsible for the expenses of its member of the fact finding team and the Association responsible for its member's expenses.

#### Article VII: Duration

7.1 After ratification by both parties, this procedural agreement shall be effective upon the signing by the President of the Association and the President of the Board. The agreement shall be renewed automatically without ratification unless either party shall request amendment.

In witness whereof, the parties hereunto set their hands this 5th day of February 1979.

\_\_\_\_\_  
Signed

John Landes, President Garber Board of Education, Garber Public School District I-47 1/2.

\_\_\_\_\_  
Signed

Larry E. Beeby, President, Garber Classroom Teachers Association

Notary: Chris A. Meyer, commission expiring 8-1-81.

Example 1 --  
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## **OTHER LEAVE**

### **Jury/Witness Court Leave**

The Garber School District shall grant an employee leave for jury service or as a witness subpoenaed in a criminal, civil or juvenile proceeding. When an employee serves on a jury or is called as a witness as described above, he/she will be paid the difference between the amount received for jury duty and the amount he/she would have earned at his/her regular rate of pay for each day served on the jury or as a witness. The employee shall provide evidence of such compensation to the superintendent. Notice of jury duty is to be made to the principal.

### **Professional Leave**

With the approval of the superintendent, certified personnel may be released without loss of salary for attendance of meetings of professional organizations, which relate to the teacher's assignment. The president of Garber School District's Education Association will be granted two (2) days per year release time for association business.

### **Bereavement Leave**

Full-time employees may be granted up to five (5) days for each occurrence of death of a member of the employee's immediate family. Immediate family is defined as an employee's spouse, children, parents, brothers, sisters, grandparents, father-in-law, mother-

in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchildren and any permanent resident of the employee's household. A written request is required in advance signed by the principal and submitted to the superintendent for approval. If there is not time for a written request, a phone call to the principal or superintendent requesting approval will be acceptable. If time did not permit prior notice, the teacher will submit a written request immediately upon return to duty. All bereavement leave benefits shall be noncumulative. The employee will not be charged for such leave.

### **Military Leave**

Military leave will be granted in accordance with federal and state law with tenure and retirement protected.

References: 70 O.S. 6-104 (Section 141, School Laws of Oklahoma)

70 O.S. 6-105 (Section 144, School Laws of Oklahoma) 44 O.S. 209 (Section 734, School Laws of Oklahoma) 72 O.S. 48 (Section 735, School Laws of Oklahoma)

MASTER CONTRACT  
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The Garber Education Association, as the representative bargaining agent of the teachers in the Garber Public Schools, urges active membership in the Garber Education Association. The Garber Education Association also encourages participation in other appropriate professional organizations.

#### ARTICLE I. - TEACHING PERSONNEL

##### Section 1. Teacher Selection, Contract

A. All teachers shall be selected on a professional basis and shall enter into a written contract with the Board of Education.

##### Section 2. Official Transcripts

A. Official transcripts and valid certificates shall be on file in the Superintendent's office not later than the beginning of In-Service week. No warrants will be issued to anyone who does not have a complete set of transcripts and teaching certificate on file in the Superintendent's office.

##### Section 3. Chain of Command

A. Each teacher shall be under the general direction of the Superintendent and immediately responsible to the Principal with whom he/she works for carrying out the policies and regulations of the Board of Education.

##### Section 4. Teacher Evaluation

A. See Appendix A and B.

##### Section 5. Teacher Conduct

A. The Board of Education makes no rules and regulations concerning the conduct of teachers when not on duty. The Board assumes that every teacher's training is such that he/she knows what proper conduct is, and will govern himself/herself accordingly.

##### Section 6. Employment Status

A. The Board of Education shall follow Title 70 of the Oklahoma statutes in notifying teachers regarding their employment status. In addition, prior to April 10, the Superintendent will advise each teacher by letter the intent of the Board of Education concerning employment.



Section 7. Reduction-in-Force

- A. The Board of Education shall follow the negotiated Reduction-In-Force Policy. See Appendix C

ARTICLE II - ASSIGNMENTS

Section 1. Assignment of Responsibilities

- A. The Superintendent shall be responsible for the assignment of all teachers. He/She may request assistance from other administrators. Assignments will be based on the requirements of each position and the qualifications of each teacher.

Section 2. Notification of Assignments

- A. All teachers shall be given written notice of the assignments for the forthcoming year no later than forty-five (45) days preceding the first day of the new school term. Exceptions to the forty-five (45) day notification will occur only with late resignations or inability to fill vacancies with certified personnel if at all possible.

ARTICLE III - PROFESSIONAL GROWTH

Section 1. Staff Development Committee Recommendations

- A. Teachers will follow the Staff Development Committee's recommendations for local Board approval. See Appendix D.

Section 2. Approval of Activity

- A. Teachers may engage in professional activities, which have been approved by the Superintendent. It is understood when "Article IV- Leaves" provisions do not apply, said teacher shall not be penalized momentarily for participation in approved professional activities.

ARTICLE IV - LEAVES

Each teacher may petition the Board of Education, through their Principal and Superintendent, for special consideration of leaves of absence not covered in the sections below.

Section 1. Sick Leave

- A. Each teacher shall be entitled to ten (10) days sick leave per school term without loss of pay. The number of sick leave days shall be prorated for teacher not under contract for the entire school term.
- B. Sick Leave shall accumulate to a total of ninety (90) days. A permanent record of all accumulated sick leave shall be kept on record in the Superintendent's office. Accumulated total of ninety (90) days shall be used for sick leave. See appendix G.
- B. Sick Leave includes absences due to personal illness, maternity, and illness and death in the immediate family. The immediate family shall be defined to include spouse, child, parent, brother, sister, grandparent, and each similar relationship established by marriage.

## Section 2. Sick Leave Bank

A. The Board of Education will cooperate in the establishment of a Sick Leave Bank on a voluntary basis.

B. The Sick Leave Bank is to be used for personal illness and does not apply to illness in the family.

C. This policy is for teachers who work four hours more and are employed for at least a nine-month assignment.

### D. Assessments:

1. Each teacher will be assessed one day of his/her sick leave upon his/her initial enrollment in the Sick Leave Bank.

2. Each teacher can voluntarily give up to ten (10) days to the Sick Leave Bank.

3. Assessment of one day per year of a member's sick leave will be continued until the bank is built up to a minimum of 180 days.

4. No more days will be added except from new enrollees until the bank is depleted to below 180 days. When the Sick Leave Bank total falls below a minimum of 180 days, each active member will be assessed one day each on the first official school day of the next year.

E. Only active members in the Sick Leave Bank will be eligible to withdraw days in accordance with (1.) and (2.) below:

(1). After his/her own sick leave is depleted

(2). After employing a substitute for an additional 20 days in accordance with O.S. 70-6-104.5.

F. A maximum of forty five (45) days can be drawn by each active member from the Bank per year.

G. Active members withdrawing sick leave days from the bank will not have to replace these days.

H. Days donated to the sick leave bank cannot be retrieved.

See appendix G.

## Section 3. Reserve Sick Leave

A. Reserve sick leave is the total number of unused sick leave days above a teacher's 90 accumulated days, and the total number of unused personal leave days above a teacher's 3 accumulated personal leave days.

B. A record of the number of reserve sick leave days will be kept on file as part of our annual leave report.

Reserve sick leave can only be used for the following purposes.

1. To count towards retirement.
  2. To donate to the sick leave bank.
- See appendix G.

#### Section 4. Maternity Leave

- A. Each teacher shall be granted maternity leave in compliance with Title IX.

#### Section 5. Personal Business Leave

- A. Each teacher shall be granted three (3) personal business days per year. A teacher shall have the right to accumulate three (3) personal business leave days. The purpose of personal business leave is to make it possible for a teacher to tend to personal business, which requires his/her presence during school hours.

- B. At the beginning of each year when three (3) days have been accumulated, the unused state granted personal business leave days shall be transferred to the Reserve Sick Leave.

#### Section 6. Professional Leave

- A. Teachers shall be released a minimum of two (2) instructional days, upon the request of the teacher with notification of building principal and approval of expenditures, to attend subject area meetings or observe other teachers or school districts that are directly beneficial to both the school and the individual. The school will provide a substitute teacher at no cost to the teacher and will reimburse the teacher for transportation and meeting expense.

- B. Professional Leaves cannot be granted for regularly scheduled State O.E.A. meetings.

#### Section 7. Notification Procedure

- A. It shall be the responsibility of the teacher who will be absent for any reason to notify the school principal as soon as possible so that a substitute may be provided.

#### Section 8. Salary Deduction

- A. Any teacher who is absent from duty for reasons other than those addressed in the "Leaves" provisions (Article IV-Leaves) of this contract, or absent beyond the number of working days of accumulated leave, shall have deducted from his/her salary by the school district 1/180th of his/her salary for each day absent.

### ARTICLE V - BENEFITS

#### Section 1. Activity Admission

- A. The Board of Education will grant free admission for teachers and their families to all school activities.

## Section 2. Sick Leave Reimbursement

A. The Board of Education shall pay to a retiring teacher who has been employed by the Garber system for a minimum of ten years, a sum equal to the teacher's accumulated sick leave days at the time of retirement multiplied by \$17.50. This sum shall not exceed \$1,575.

B. A \$500 Bonus will be set-aside for each teacher at the beginning of each year. \$100 a day will be deducted from this bonus for each sick or personal leave day used through five days. The bonus will be paid in June of each year.

## Section 3. Continuing Education

A. The Board of Education shall reimburse certified personnel seventy-five (\$75) per hour, not to exceed three (3) credit hours within a fiscal year, for educational improvement toward new certification or in subject area.

B. The teacher shall provide an official transcript for these three (3) semester hours.

C. The Board of Education shall reimburse to certified personnel the amount equal to the testing fees for acquiring additional subject area teaching certification.

# ARTICLE VI - CONDITIONS OF EMPLOYMENT

## Section 1. School Calendar

A. Certified staff member's work year shall be 180 days.

B. The Garber Educational Association designee shall be responsible for input in the event of any rescheduling of teaching days and professional days.

## Section 2. Class Size

Class size limits shall be set by Standard V of the State Department of Education Standards for Accreditation and Regulation guidelines for current year.

## Section 3. Duties

A. Morning gym and playground duty for elementary teachers shall be on a rotating basis. Each teacher will have no more than two (2) days of combined said duty per week.

## Section 4. Time Schedule

A. The instructional day shall consist of no more than seven (7) class periods, 330 minutes in length. It is understood that one (1) class period will be designated as a planning period.

### Section 5. Planning Periods

A. All teachers shall be granted a minimum of one (1) planning period per instructional day. The planning period shall fall within the instructional day and no duties shall be assigned said teacher during this planning period. The planning period shall be equal in length to a regular class period. Teachers shall receive their planning period in not more than two (2) time spans.

### Section 6. Substitute Teachers

A. Substitute teachers shall be hired whenever a teacher is absent.

### Section 7. Salary Schedule

A. The Board of Education shall determine each teacher's salary by using the Salary Schedule shown in Appendix E. No teacher shall be paid less than the amount shown on the Salary Schedule for their years experience and their educational degree.

#### B. Local Board of Education Incentives

1. In the event there is more than a 8% carry-over of the yearly approved general budget, the teachers will receive a bonus of all monies above 8% carry-over until each teacher receives up to 1% of their present base teaching salary schedule.

In-lieu of the above incentive, all eligible teachers will receive a bonus in the amount of \$1,000.00 for the 2014-15 school year only. Eligible teachers include all certified staff members, full and part time.

#### C. Local Board of Education Health Insurance

1. Certified staff members shall receive Health Benefits as established by the State Department of Education.

#### D. Extra Duty Compensation

See Appendix 1F. The Board of Education shall make changes in the extra duty pay schedule, as it deems necessary.

### Section 8. Physical Plan

A. There shall be no smoking in the Garber Public School buildings.

## ARTICLE VII-DURATION

The terms and conditions of this revised Agreement shall bind the Association and the Board beginning the 2005-06 school year.

This Agreement constitutes the full and complete agreement between the Association and the Board.

It is understood this Agreement shall be binding until request(s) for negotiations is made be either party according to the Procedural Agreement.

IN WITNESS THEREOF, THE ASSOCIATION AND THE BOARD HAVE SET THEIR SIGNATURE ON THE 5th DAY OF February, 2014.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
GEA Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Witness

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, 2010

Notary Public

My Commission expires \_\_\_\_\_.

CONTRACT

between

GARBER BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT  
NUMBER 47 1/2

GARFIELD COUNTY, OKLAHOMA

and

GARBER EDUCATION ASSOCIATION

## APPENDIX A

### TEACHER EVALUATION - POLICY AND PROCEDURES

#### Teacher and Leader Qualitative Assessment Model

On December 15, 2011, the State Board of Education approved a TLE System pursuant to 70 O.S. § 6-101.16A. The State Board named the Tulsa TLE Observation and Evaluation System as the presumptive default for teacher evaluations.

During the pilot year of implementation (2012-2013), Garber School District choose the Tulsa's TLE Observation and Evaluation System.

Teacher and leader evaluations obtained during the pilot year will not count against teachers or leaders during the 2012-2013 school year. However, the data obtained during the pilot year may be used by districts to establish baselines and offer guidance as Oklahoma schools move forward with permanent implementation during the 2013-2014 school year.



**GARBER PUBLIC SCHOOL**

**REDUCTION IN FORCE POLICY**

This agreement is made and entered into by and between the Garber Education Association, hereinafter termed the "Association" and the Garber Board of Education of Independent School District I-47 1/2 of Garfield County, Oklahoma, hereinafter termed the "Board".

For the purpose of administering a reduction-in-force policy, the following definitions apply:

**CERTIFICATED TEACHER** - A teacher who has a valid certificate to teach in a major area.

**LICENSED TEACHER**- A first year teacher who has not yet been certified, but who has a license to teach pending certification.

**"Probationary teacher" means a teacher who:**

For teachers employed by a school district during the 2011-12 school year, has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract; or

For teachers employed for the first time by a school district under a written teaching contract on or after July 1, 2012, has not met the requirements for career teacher as provided in this section.

**"Career teacher" means a teacher who:**

For teachers employed by a school district during the 2011-12 school year, has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract; or

For teachers employed for the first time by a school district under a written continuing or temporary teaching contract on or after July 1, 2012:

Has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a rating of "superior" as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act for at least two (2) of the three (3) school years, with no rating below "effective";

Has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a rating of at least "effective" as measured pursuant to the TLE for

the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period; or

Has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements outlined above, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher.

When the Board has determined that a position is no longer necessary for the accomplishment of the legitimate educational goals of the School District, or due to declining student enrollment in a given program area and/or the district, school closure, school consolidation, financial shortfall, or any condition of financial exigency it becomes necessary to reduce the number of teachers in a given program area or to eliminate or consolidate teaching positions, the Board shall follow the procedure listed below in order stated:

- I. The Board shall communicate with the Association prior to layoffs and throughout the layoff process.
- II. "The primary basis used to determine retention or re-assignment of teachers in eliminated positions shall be the score of each teacher on the TLE. An affected teacher with a higher TLE score (averaged over the teacher's employment with the district) will be retained over a teacher with a lower TLE score. In the event of equal TLE scores, the following shall be the order of termination:
- III. Licensed teachers will be eliminated first.
- IV. Probationary teachers will be released before career teachers who are legally qualified to hold positions currently held by probationary teachers. Selection of probationary teachers for release will be based in sequential order on the following criteria :(It is understood that criteria a. shall be utilized prior to criteria b. etc.)

**GARBER PUBLIC SCHOOL  
REDUCTION IN FORCE POLICY**

- a. Standard Certificate in open retained teaching position.
  - b. Years of consecutive service in the Garber School District.
  - c. Total number of years teaching experience in an accredited school.
  - d. Academic and professional preparation beyond minimum certification requirements as evidenced by the teacher's college transcript.
- V. The board shall release career teachers based on the following criteria: (It is understood that criteria a. shall be utilized prior to criteria b. etc.)
- a. Years of consecutive service in the district.
  - b. Total number of years teaching experience in an accredited school.
  - c. Academic and professional preparation beyond minimum certification requirements as evidenced by the teacher's college transcript.

**GUIDELINES AFTER EXECUTING REDUCTION IN FORCE PROCEDURES:**

- I. Notice to Individual Teacher:  
After all termination selections have been exercised, the Board shall give written notice of that fact by certified mail, return receipt requested, by prior to the first Monday in June, to the teacher to be terminated. The notice shall include a statement of the conditions requiring termination of employment. The teacher's address as it appears on the district's record shall be deemed to be the correct address. It shall be the teacher's responsibility to see that the school district has his/her current address on file. In addition, if a teacher whose position has been eliminated refuses the offer of a position, which she/he qualifies for, she/he will be terminated.
- II. Obligation with Respect to Re-employment or Other Employment:  
  
A Recall List shall be compiled of all employees who have been laid off under this RIF procedure. The Recall List shall consist of pertinent information consisting of the criteria listed in IV. (for probationary teachers) and/or V. (for career teachers) listed in the first section.
  - A. For one (1) year after the effective date of termination the Board shall offer to a teacher on the Recall List all positions that become

available for which she/he is certified. Every possible effort shall be made to return said teacher to the position held

Appendix C (Continued)

### **GARBER PUBLIC SCHOOL REDUCTION IN FORCE POLICY**

immediately prior to layoff or to a substantially equivalent position. If several teachers on the Recall List are certified to f the position, the position shall be offered to the certified teacher in accordance with the criteria utilized in IV and/or V of the RIF procedure. The offer shall be made by certified mail, return receipt requested, with the teacher being notified:

1. The she/he must submit written acceptance within ten (10) calendar days.
2. The acceptance or refusal shall be made by certified mail, return receipt requested.

- B. A teacher who is recalled shall have restored all benefits accrued on the effective date of termination, and for payroll purposed shall be given credit for all previous teaching experience.
- C. A current list of those teachers who have retained recall rights will be available through the superintendent=s office.
- D. All positions for substitute teaching shall be offered to teachers on recall. Before any other person is offered such a position based in sequential order on the following criteria: (It is understood that criteria A. shall be utilized prior to criteria B., etc.)
  - a. Standard certificate.
  - b. Years of consecutive service in the school district.
  - c. Total number of years teaching experience in an accredited school.
  - d. Academic and professional preparation beyond minimum certification requirements as evidenced by the teacher=s college transcript.

## Appendix D

The Staff Development Committee for the Garber School District I-471/2 has reviewed and revised a Staff Development Plan for the 1997-2001 school years.

The Committee found that the current program in effect has been most successful in meeting the professional and academic needs of the faculty. (See Attachment A) Our faculty response has been excellent and our continuing quest for academic progress and enrichment has greatly enhanced by our program requirements. It was agreed that our present program be continued with only slight modifications for the upcoming academic school years.

A list of approved methods of earning Staff Development points have been compiled and made available to each faculty member. Each faculty member will be notified in writing of their total points earned during the academic school year. Such information will be made available by the building principals at mid-semester and at the close of the school year.

The objectives of the Staff Development program shall be to (1) strive to improve the competency of each teacher in the school system and (2) improve the quality of teaching in the classroom.

The needs assessment was accomplished through:

1. A survey of the local staff.
2. A survey of administrators.
3. A survey of parents.

The findings of the committee were placed in priority order as follows:

1. Students and Self-Esteem
2. Student Motivation
3. Hands-on Learning Techniques
4. Homework and Study Skills
5. Turning Parents into Partners
6. Copyright Laws
7. Test-Taking Skills
8. CPR Workshop

The Staff Development program will be implemented beginning July 1, 1997. We will work cooperatively with other districts, when the need arises.

We will work closely with personnel from universities, the Regional Education Service Center and the State Department of Education to accomplish the objective.

Each teacher shall be required to accumulate fifteen (15) Staff Development points

per year (which can be obtained from carryover and a minimum of two to that academic year). A teacher employed for less than 120 days in a five-year program will begin the following school year. He/She can carry fourth a maximum of two points. One point shall be the equivalent of on clock hour. One semester hour of approved college credit shall equal to fifteen (15) Staff Development Points. Accumulation of yearly points begins each July 1st and may be carried fourth from year to year until the total of seventy-five (75)points have been reached in a five (5) year period.

Staff Development points include, but are not to be limited to the following:

1. Association sponsored activities: OEA State Convention and Mini-Clinics, OEA Zone In-Service Workshops, OEA/IPD Workshops and Conferences, and Local Association Sponsored Workshops.
2. College courses and Credit, in area of education or specific curriculum area.
3. Vocational-Professional Meetings.
4. Academic Professional meetings, such as Science, Reading, Math, etc.
5. Additional kinds of experiences may be approved as alternative activities upon presentation to the Staff Development Committee.
6. Reading of Professional books and journals.
7. Educational Videos approved by Staff Development Committee.

The participant of each activity will complete a form stating the objectives and evaluation of the activity and the number of staff development points earned. Those wishing to receive staff development points for college hours must supply a copy of their college transcript with their completed evaluation form. These will be placed in the individual file of the participant and each staff member will notified before April 30, as to their point status.

The district shall keep on file a record of each locally or cooperatively sponsored activity. These records contain:

1. The name of the activity.
2. The objective of the activity.
3. A description of the activity.
4. An evaluation of the activity.
5. The amount of funds expended on the activity and the source of the funds.
6. The names of the participants.

The Board of Education and The Staff Development Committee shall evaluate the program annually as to:

1. The needs assessment technique and instruments used.

## Appendix D (continued)

2. Check the priorities.
3. Review the plans to assure that objectives are based on identified needs.
4. Observing that a cross section of the district is involved in the program.
5. Reviewing the participants self-evaluation.
6. Assessing the cost of the program.

Faculty members may read professional books and journal articles which will enrich and enhance classroom knowledge and to keep abreast of current developments. Each book read will be granted three (3) Staff Development points. Not more than three (3) points may be acquired through this manner per year. Journal articles will be granted on (1) point per journal, not more than two (2) points may be earned in this manner. Faculty members will required to fill out an evaluation form on the usefulness and value of the material read or viewed. Faculty members may view approved educational videos. Not more than four (4) points per year equal to 4 hours of viewing time may be acquired in this manner.

To receive points faculty members must also fill out the Media Summary Form to accompany their Evaluation Forms of videos, books, and journals.

Faculty members attending the State Teachers Meeting will be allowed three (3) points for the first day of the attendance and (2) points for the second day or one (1) point per hour for workshops.

The professional Development Committee meets 3 times a year. We meet primarily in the spring to revise our Professional Development Plan, sent out, and the tabulate personnel surveys. From these surveys we will set up in-service for the following year. We also meet to tabulate points, which teachers have acquired through the year.

When a staff member goes to an in-service or workshop we have them fill out an evaluation sheet. They rate its usefulness and note what they got out of it. The committee goes over evaluation sheets and rates the in-service. From these ratings we can determine the in-services effectiveness.

Garber School=s Parent Outreach Program starts with a yearly survey. In it we ask parents to list needs or concerns they may have in regards to what they would like to see in the school. Such as, what is offered in the way of classes or curriculum, Safe school issues, and how to make school better for their child. They then rate activities they fell would help them the most, what method of presentations they prefer and the length and time they would be willing to spend doing it.

Several Programs are planned.

1. A workshop to inform parents of classes students must take to be

admitted to various universities.

Appendix D (continued)

2. An AIDS program for parents
3. Open house and parents/teacher conference
4. A meeting with 7<sup>th</sup> grade parents on what to expect the next few years.

For our non-certified employees, we also do a survey of needs and concerns. We take this information into consideration as we prepare for the following years in-service programs. Each year we try to have at least one workshop specifically for our support personnel.



20013-14  
Garber Public School  
Minimum Salary Schedule

<b>Years of Experience</b>	<b>Bachelor's</b>	<b>Master's</b>	<b>Doctor's</b>
0	31,600	32,800	34,000
1	31,975	33,175	34,375
2	32,350	33,550	34,750
3	32,725	33,925	35,125
4	33,100	34,300	35,500
5	33,500	34,700	35,900
6	33,900	35,100	36,300
7	34,300	35,500	36,700
8	34,700	35,900	37,100
9	35,100	36,300	37,500
10	35,950	37,575	39,625
11	36,375	38,000	40,050
12	36,800	38,425	40,475
13	37,225	38,850	40,900
14	37,650	39,275	41,325
15	38,075	39,700	41,750
16	38,500	40,125	42,175
17	38,925	40,550	42,600
18	39,350	40,975	43,025
19	39,775	41,400	43,450
20	40,200	41,825	43,875
21	40,625	42,250	44,300
22	41,050	42,675	44,725
23	41,475	43,100	45,150
24	41,900	43,525	45,575
25	42,325	43,950	46,000
26	42,575	44,200	46,250

## Garber Public Schools **PROCEDURES FOR GRIEVANCES AND COMPLAINTS**

### **Purpose**

The purpose of this procedure is to secure at the lowest possible level equitable solutions to issues that may arise with respect to an employee's terms and conditions of employment.

### **Definitions**

1. A "grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of an established board policy or established district administrative regulation that has specifically affected that employee's terms and conditions of employment.
2. The "grievant" is the employee making the claim.
3. "Days" shall mean the days when the school district central office is open for business.

### **Procedure**

1. Level I - Informal Resolution---Immediate Supervisor

An employee with a grievance shall first discuss the concern individually with the immediate supervisor within ten (10) days of the alleged violation, citing the specific policy or regulation alleged to have been violated, with the objective of resolving the grievance informally. No written record will be made. However, a memo signed by both parties giving the date of the meeting shall be prepared.

2. Level II --Formal Resolution--Immediate Supervisor

- a. If the employee is not satisfied with the discussion of the grievance at Level I, the employee may file the grievance with the immediate supervisor in writing, using the official form which is a part of this procedure, within five (5) days of the Level I meeting.
- b. The immediate supervisor shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.

### 3. Level III --Formal Resolution -- Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at level II, he or she may file an appeal with the superintendent in writing, using the official grievance form which is a part of this procedure, within five (5) days of the Level II response.
- b. The superintendent or the superintendent's designee shall schedule and hold a meeting with the grievant within ten (10) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

### 4. Level IV -- Formal Resolution-- Board of Education

- a. If the grievant is not satisfied with the disposition of the grievance at Level III, he or she may file an appeal with the board of education in writing, using the official grievance form which is a part of this procedure, within five (5) days of the Level III response.
- b. The board will hear the appeal at its next regularly scheduled meeting or a special meeting that has been called for that purpose within forty-five (45) days of the receipt of the appeal. The board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the board shall be final and nonappealable.

## **General Provisions**

1. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
2. Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance by the grievant of the decision at that level.
3. Failure at any level of this procedure to respond to a grievance within the specific time limits shall permit the grievant to appeal to the next level.
4. Time limits at any level may be extended by mutual agreement, and such agreements shall be made in writing and placed in the record for that grievance.
5. A grievance, which arises from an action of an authority above the level of immediate supervisor, may be initiated at Level III of this procedure.

6. Evidence and testimony presented by the grievant at any level of this procedure shall be limited to that which was presented at previous levels.

7. Copies of official grievances, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of the grievant.

8. No reprisals shall be taken against the grievant or other participants in the grievance procedure by reason of such participation.

**GARBER PUBLIC SCHOOL  
GRIEVANCE/COMPLAINT FORM**

**Garber Public Schools**  
Grievance/Complaint Form

Level (Check one) II. \_\_\_\_\_ III. \_\_\_\_\_ IV. \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Assignment \_\_\_\_\_

Date of occurrence giving rise to the grievance: \_\_\_\_\_

Citation of specific board policy or administrative regulation 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.*