

NEGOTIATED
AGREEMENT

BETWEEN

PERKINS-TRYON BOARD OF EDUCATION

AND

PERKINS-TRYON EDUCATION ASSOCIATION

(CERTIFIED BARGAINING UNIT)

2020
-2021

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AGREEMENT
INTRODUCTION

This agreement is entered into by and between the Board of Education of Independent School District No. 60-I056 of Payne County, Oklahoma (Perkins-Tryon Board of Education) hereinafter called the “Board”, and the Perkins-Tryon Education Association, hereinafter called the “Association”.

A. The Board affirms its recognition of the Association as the exclusive representative for collective negotiations pursuant to 70 O.S. 509.1 et seq. For the unit composed of all teachers as defined by Oklahoma statutes. Unless otherwise indicated, the term “teachers”, when used herein, shall refer to all professional personnel represented by the Association.

Article I Original
Agreement 9-10-92

ARTICLE II: GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” shall mean a claim by one or more teachers that there has been a violation,

misinterpretation, or misapplication of the terms of this Agreement that has affected that (those) teacher (s), or a claim by the Association based upon the Procedural Agreement or Article IV (Association Rights) or Article XIV (School Calendar) of the Negotiated Agreement.

2. A “grievant” shall mean the teacher(s) or the Association filing the grievance.
3. “Days” shall mean teacher work days, except as otherwise indicated. When a grievant’s work year ends before a grievance is initiated or resolved under this procedure, “days” shall mean all weekdays, except Saturdays, Sundays, and legal holidays.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to claims of contract violation by a grievant. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximums and every effort should be made to expedite the process. The time limits specified may, by written mutual agreement of the parties, be extended, and such written agreement shall be attached to the grievance.
- b. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- c. Failure of a grievant to appeal a grievance within the specified time limits shall deny the grievant further appeal of the grievance.

2. Level One - Principal or Immediate Supervisor - Informal

- a. A grievant shall first discuss the claim with the principal or immediate supervisor within fifteen (15) days of knowing of the problem, citing the Article and section alleged to have been violated, in an effort to resolve the matter informally. No official written record shall be made.

3. Level Two - Principal or Immediate Supervisor - Formal

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file a written grievance with the principal or immediate supervisor within five (5) days following receipt of the Level One response of the principal or immediate supervisor or within ten (10) days of the Level One meeting if no response is received. Within five (5) days after receiving the written grievance, the principal or immediate supervisor shall reply in writing to the grievant, stating the

decision on the grievance and the reason(s) therefore.

4. Level Three - Superintendent of Schools

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- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no timely response is received, the grievant may appeal in writing to the Superintendent of Schools within five (5) days of the Level Two response.
- b. Within five (5) days after receiving the written grievance, the Superintendent of Schools shall hold a meeting with the grievant and the appropriate administrator(s), if any. The Superintendent shall transmit a written decision and reason(s) for the decision to the grievant within five (5) days of the meeting.

5. Level Four - Board of Education

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no timely response is received, the grievant may appeal in writing within five (5) days of the Level Three response to the Superintendent for transmittal to the Board.
- b. The Board shall hold a hearing on the grievance at its next regularly scheduled meeting or at a special meeting called for that purpose. The hearing shall be held no later than thirty (30) days following receipt of the grievance. The Board shall notify the grievant in writing of its decision on the grievance and reason(s) therefore no later than five (5) days following the conclusion of the hearing. The decision of the Board shall be the final step under this procedure; provided, nothing in this section shall deny a grievant any appeal rights available under law.

D. General Provisions

1. A grievant shall initiate a grievance at the lowest level where the grievance occurred and can be resolved.
2. The Association may initiate and pursue a grievance on behalf of similarly situated teachers as a single grievance. When such grievance involves teachers from more than one school building, such grievance may be initiated at Level Three.
3. A precedent shall not be established in the event a grievance is not initiated or is initiated and subsequently dropped on a claim or potential claim.
4. A grievant may have a witness from within the district present at Levels Two and Three of this procedure. A grievant may be represented at Level Four of this procedure by a representative of his/her choosing. The administration shall promptly notify the Association of the filing of a grievance at Level Two, provide the Association with a copy of the grievance and all responses

thereto, notify the Association of all hearings of the grievant before the Board hereunder, and shall permit the Association to have a representative of its choosing present who shall be permitted to express the Association's position on the grievance at all such hearings.

5. All documents, communications, and records concerning the processing of a grievance shall be kept in a file separate from the grievant's personnel file.
6. The Board and administration shall not take any reprisals against grievants, their representatives, or other parties who participate in the processing of grievances.
7. All meetings or hearings below Level Four shall be conducted in private with only the grievant(s), appropriate administrator(s), and grievant witness(es) present.

Article II. Original
Agreement 9-10-92

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ARTICLE III: TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights provided under federal and state law and regulations. The rights provided to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Article III.A. Original Agreement 9-10-92 B. Disciplinary procedures

1. The Board will insure that all teachers will be treated in accordance with contractual provisions and provided all required due process.
2. An impartial, complete, and thorough investigation will be conducted and documented before disciplinary action is taken against any teacher unless immediate action is necessary.
3. No teacher will be disciplined without just cause.
4. The Board and administration will normally follow a process of progressive discipline: counseling, oral warning/reprimand, written warning/reprimand/admonishment, contract non-renewal or suspension/dismissal; provided, discipline for serious offenses may be initiated at appropriate steps.
5. A teacher may respond in writing within ten (10) work days to any written warning/reprimand/admonishment and such response shall be attached to the copy of the

warning/reprimand/admonishment maintained in the teacher's file. Article

III.B.1-5

Original Agreement 9-2-92
Article III.B.5., revised 10-4-99

6. Teachers shall be given reasonable prior written notice of the reasons for any meeting or interview which involves written warning/reprimand/admonishment, contract non-renewal or suspension/dismissal, and shall be entitled to have a representative present as a witness at such meeting or interview. The representative may advise the teacher during the meeting or interview. Teachers may request that such meeting be rescheduled in order for their representative to be present at such meeting.

Article III.B.6. revised 10-3-94
Article III.B.6 revised 9-7-10

7. All disciplinary action against a teacher shall be taken in private with only the teacher, the appropriate administrator(s) and, at the teacher's option, the teacher's witness present. Any question or criticism of a teacher by a supervisor or administrator shall be made in private. Any questions or criticism of a teacher received by a member of the Board shall be directed in private to the Superintendent of Schools.

Article III.B.7. revised 10-3-94

- C. Teachers shall have the right to join, support, and participate in the activities of the Association and its affiliates.

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- D. Teachers may wear pins or other symbols of membership in the Association or its affiliates during working hours.

- E. Complaints against teachers

1. Any complaint made against any teacher shall be substantiated and documented to the teacher involved through an impartial, complete and thorough investigation before any supervisory or disciplinary action is taken. Complainants shall be identified to the teachers involved. When complaints are related to a teacher's classroom management or teaching performance, the complainants shall be directed to first discuss their complaints with teachers involved in an attempt to resolve the matters informally.

2. A teacher shall have the right to respond to a complaint before supervisory or disciplinary action is taken

- F. Except as permitted by law, no adverse evaluation shall be made of a teacher nor shall any disciplinary action be taken against a teacher that is based upon lawful, personal activities outside working

hours.

Article III.C,D,E&F
Original Agreement 9-10-92

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ARTICLE IV: ASSOCIATION RIGHTS

- A. After scheduling with the Superintendent or Principal, the Association may use school facilities for meetings. Such meetings shall be held before or after the employee work day at times when they do not interfere with other scheduled activities of the district. If such meetings cause the district to incur any additional costs, the Association shall reimburse the district for such costs.
- B. The Association shall be provided exclusive use of space on one bulletin board in each building.
- C. The Association may use school mailboxes for distribution of Association information. The building principal shall be provided a copy of each document placed by Association representatives in

employee mailboxes. Such material shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist the terms of this Agreement.

- D. Representatives of the OEA and NEA may conduct Association business before and after the scheduled teacher work day.
- E. The Association President or designee(s) shall be provided up to four (4) leave days per school year for Association business without loss of compensation or benefits.
- F. The Board shall make available to the Association President copies of Board meeting agenda when they are posted and of minutes of Board meetings following their approval by the Board.
- G. The rights granted herein to the Association shall not be granted nor extended to any competing employee organization.

Article IV Original
Agreement 9-10-92

A. Teacher Work Year

1. For the 2019-2020 school year the regular teacher work year shall consist of one hundred sixty-two (162) days or 1089.25 hours. One hundred fifty-five (155) of those days or 1046.25 hours shall be teaching days/hours, two (2) days or thirteen (13) hours for parent teacher conferences, five (5) days or 30 hours shall be professional days. Teachers on extended work year contracts shall receive their daily rate of pay for each additional required work day.

Article V.A.1. 10-6-97 Revised:
10-3-11; 10-1-12; 11-4-13 9-12-16

B. Teacher Work Day

1. Providing that assigned duties and professional responsibilities do not require otherwise, the required teacher work day shall not exceed seven (7) hours and fifty (50) minutes, including a lunch period. Teachers shall report to work twenty (20) minutes before the student day begins and shall remain at work fifteen (15) minutes after the student day ends.

Article V.B.1. Original
Agreement 9-10-92 Revised
10-3-11; 9-12-16

- C. Classroom teachers shall have a lunch period of at least 30 minutes. This lunch period shall be duty-free with the exception that teachers shall assist in the supervision and control of students during the lunch period on a rotating schedule. Due to the varying student enrollments and number of teachers assigned to each building, lunch period supervision schedules will vary from building to building. Each building principal will construct a lunch period supervision schedule that provides the necessary student supervision.

Article V.C., revised
10-4-99

- D. Each high school and middle school teacher shall be provided a daily planning period of not less than one class period. All elementary teachers shall have a minimum of 200 minutes per week daily planning time. An attempt will be made to provide thirty (30) minutes of plan time per day during the student day.

Article V.D., revised 10-4-99

- E. Teachers may be required to forego scheduled planning time to accept responsibilities related to the proper functioning of the school due to unforeseen circumstances.

Article V.E. Original
Agreement 9-10-92

- F. The Board will strive to provide adequate teacher lavatory, lounge, and workroom facilities in each building where teachers are assigned, separate from student facilities. Article

V.F.

Original Agreement 9-10-92

G. The Board will strive to provide adequate, healthy, and safe working facilities at each school.

Teachers will share responsibility of reporting work site conditions. Article

V.G.

Original Agreement 9-10-92

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H. Teachers may leave school buildings and property during their planning periods with the approval of the principal. Teachers may leave school buildings and property during their lunch time upon notification to the principal or designee.

Article V.H. Original
Agreement 9-10-92

I. Principals shall assign duty on a rotating and equitable basis. If a teacher is assigned to teach at two sites, they shall only be required to have duty at one site.

Article V.I. Original
Agreement 9-10-92 Revised
11-4-13

J. School telephones shall be available for teacher use during normal teacher work hours.

Article V.J. Original
Agreement 9-10-92

K. When extra duty positions are filled by involuntary assignment of a member of the bargaining unit after April 10, the teacher receiving the assignment shall be permitted to resign his/her teaching position without penalty within thirty (30) days of receiving written notice of such assignment.

Article V.K., added 10-20-93

L. The Board will strive to provide and maintain in working order adequate equipment and supplies for the instruction of students.

Article V.L., added 10-20-93

ARTICLE VI: LEAVES OF ABSENCE

A. Temporary leaves with pay

1. Sick leave

- a. The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal accidental injury, illness, or pregnancy, or accidental injury or illness in the immediate family. Teachers on eleven (11) month contracts will receive eleven (11) days each year and those on twelve (12) month contracts will receive twelve (12) days each year. Teachers shall be paid the full amount of the contract salary during any absence from regular duties when on such sick leave.

Article VI.A.1.a. Original
Agreement 9-10-92

- b. The term immediate family is defined to mean husband, wife, children, mother, father, or a relative that resides permanently in the home. In addition to immediate family, sick leave may also be used for serious illness of an employee's brother, sister, grandparent, mother-in-law, father-in-law, grandchildren, stepchildren or stepparent.

Article V.A.1.b., revised 10-5-98

Revised 10-3-05

c. After exhausting all sick leave, a teacher may be absent due to personal accidental injury, illness or pregnancy up to an additional twenty (20) days. During such period, the teacher shall receive their salary less the amount actually paid a substitute teacher or normally paid for a certified substitute teacher.

Article V.A.1.c. Original
Agreement 9-10-92

d. Unused sick leave will accumulate from year to year so long as the teacher remains a continuous employee of the Board. Unused sick leave may accumulate to a maximum of sixty (60) days. Accumulated sick leave shall be reduced by one (1) day for each day on which a teacher is absent from duty and utilizes sick leave within the provision of this Agreement.

Article V.A.1.d. Original
Agreement 9-10-92

e. Payment for Sick Leave Days Upon Retirement

i. Upon retirement from the teaching profession, each teacher with ten (10) or more years of service in the district shall be paid for unused sick leave up to a maximum of sixty (60) days for ten month employees. ii. Payment for such unused sick leave shall be thirty dollars (\$30.00) for full days and fifteen dollars (\$15.00) for half days. Retirement is defined in accordance with Oklahoma Teachers Retirement System.

Article V.A.1.e. Revised 10-20-93
Revised 8-4-08

f. Upon a teacher's retirement from the district, the Board shall report to the Oklahoma Teachers Retirement System all unused days earned by that teacher, up to a maximum of one hundred and twenty (120) days.

Article V.A.1.f. Original
Agreement 9-10-92

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2. Personal Business Leave

- a. Each teacher shall be provided three (3) days personal non-cumulative business leave with pay per school year. A written request shall be submitted in advance for approval by the supervisor.
- b. Unused personal business leave shall be converted to accumulated unused sick leave at the end of the work year.

c. Unless prior approval is given, personal business leave will not be approved immediately before or after a holiday or break.

A.2.a-d Revised 10-6-97 A.2.a-c Revised 9-20-04 3. Bereavement Leave

a. Teachers shall be provided five (5) days each year in each case of death of a member of a teacher's immediate family as defined in A.1.b., and three (3) days non-accumulative bereavement leave each year per occurrence of death for a teacher's brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, or a teacher's spouse's mother, father, brother, sister, grandparent, niece, nephew, aunt, uncle. If a teacher requests additional days of bereavement leave, such leave may be granted with permission of the teacher's immediate supervisor by use of personal leave or by deducting the cost of a substitute whether a substitute was employed or not.

A.3.a. Revised
10-5-98 A.3.a.
Revised 10-7-02

b. Teachers shall be permitted to attend the funeral of a friend, relative other those identified in A.1.b. or A.3.a., coworker or member of a coworker's immediate family as defined in A.1.b. with permission of the immediate supervisor by use of personal leave or by deducting the cost of a substitute whether a substitute was employed or not.

Article VI, A.3.b. Revised 12-4-95

4. Legal Process Leave

a. Teachers shall be provided leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding. A teacher serving as a juror or subpoenaed witness shall be paid their full contracted salary. A teacher on legal process leave shall refund to the Board the full compensation for serving less reimbursements of actual expenses.

Article VI, A.4.a. Original Agreement 9-10-92 5. Military Leave

a. Teachers shall be provided leave to serve on active duty with a branch of the Armed Forces of the United States without loss of pay and benefits in accordance with law when ordered by the proper authority.

Article VI, A.5.a. Original
Agreement 9-10-92

6. Professional leave without loss of salary may be assigned to teachers. Assignments may include professional meetings, school visitations, and other educationally related activities. Requests for professional leave may be initiated by a teacher or the administration. Professional leave shall require prior administrative approval before the absence.

7. The Board of Education has established a leave sharing bank for the purpose of permitting full time district employees (defined as an employee who works six (6) hours or more per day) to voluntarily transfer some of their sick leave to a common fund for the purpose of benefiting other employees who may be stricken with an extraordinary or sever illness or accident themselves or in their immediate family and who may need additional sick leave due to such illness or accident. Participation in the leave sharing bank must comply with 70 O.S. 6-104.6. The following shall also apply:

8. The District shall provide an accounting of the sick leave bank at the end of each school year.
(Beginning balance, days used, ending balance).

Article VI.A.8. Original
Agreement 8-4-08

Creation and Administration of the Sick Leave Sharing Bank

1. Employees will be notified of the existence of the leave sharing bank, and the requirements for membership upon their hiring. Employees may join the leave sharing bank within the first thirty (30) days of employment and by August 31 of each school year thereafter. Each employee who chooses to join the sick leave sharing bank shall be assessed one day of his/her sick leave upon initial enrollment. An employee choosing to join the leave sharing bank after the first year of employment with the district shall be required to donate all the days that would have been required for membership if that employee had joined the bank upon his/her initial employment with the school district.
2. At the time of the employees' enrollment in the Sick Leave Sharing Plan, the employee must sign a statement authorizing the Sick Leave Sharing Plan Committee to review all medical records and other documentation submitted to support a request for benefits from the leave sharing bank.
3. Participation by district employees in the leave sharing bank will be voluntary. Employees who wish to participate in the leave sharing bank must notify the superintendent in writing. Employees not participating in the leave sharing bank shall not be entitled to receive benefits from the leave sharing bank.
4. The minimum number of sick leave days in the leave sharing bank at any time shall be ninety (90). When the number of days in the bank falls below ninety (90), each participating employee shall be assessed one additional day from his or her sick leave. However, employees shall not be assessed more than one day of his or her sick leave during any given year.
5. The maximum number of sick leave days in the bank at any given time shall be two hundred (200).
6. Each employee may donate up to one (1) additional day to the leave sharing bank in May of each year; provided, however, that if the number of sick leave days already assigned to the leave sharing bank will not permit each employee to donate the maximum number desired by the employees, then such

donations shall be taken in alphabetical order.

7. A member may withdraw membership from the leave sharing bank at any time, but may not withdraw previously donated days. All donated days shall become the property of the leave sharing bank.

Qualifications and Procedures to Receive Days from the Leave Sharing Bank

1. An employee must have been employed by the district for a minimum of one year before receiving benefits from the bank.

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2. "Relative of the employee" means a spouse, child, stepchild, brother, sister, grandchild, grandparent, stepparent, mother in law, father in law or parent of the employee.
3. "Household members" means those persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household.
4. "Severe" or "extraordinary" means serious, extreme or life threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from as determined by the Sick Leave Sharing Bank Committee.
5. "District employee" means a teacher or any full-time employee of this school district.

In order for an employee to participate in the shared leave program, the employee must:

1. Meet the criteria described in this regulation; and 2. Have abided by district policies regarding the use of sick leave.

An employee may request sick leave from the leave-sharing bank only pursuant to the following conditions:

1. The receiving employee or a relative or a household member of the employee must have a severe or extraordinary illness, injury, impairment, or physical or mental condition. Included within the definition of a severe or extraordinary condition to any temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from.
2. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.

3. Donated sick leave will not be available until all sick leave that is available to the requesting employee is exhausted.
4. The maximum number of sick leave days which shall be transferred from the leave sharing bank to an employee as a result of a catastrophic illness or accident is forty (40) days in one school year and 120 days during the life of the employee.

Prior to approving the use of days from the leave-sharing bank, the board shall require the employee to submit a written request explaining the conditions under which the employee is requesting day from the Sick Leave Sharing Bank and to provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

A Sick Leave Sharing Bank Committee (hereafter referred to as “committee” is hereby established as follows:

1. The Committee shall be composed of four members, two (2) members appointed by the Superintendent of the Perkins-Tryon Schools and two (2) members of the bank appointed by the PTEA President.
2. The Committee shall conduct as many meetings as it determines is necessary to review the written request and determine whether the request should be accepted or denied. The date and time of Committee meetings will be determined by the Superintendent/designee.
3. After reviewing a request for a transfer from the Sick Leave Sharing Bank, the Committee shall determine by a vote of its members whether the request is accepted or rejected. If a majority of the members on the Committee vote in favor of accepting the request for the transfer of sick leave days from the Sick Leave Sharing Bank, then the recommendation of the Committee will be communicated to the Superintendent of Schools who will then direct the days be transferred to the requesting party.
4. In the event that a majority of the members of the Committee do not vote to accept the written request, then the request shall be deemed denied and the employee will be so notified in writing.
5. If the Committee fails to make a majority decision, the Perkins-Tryon Board of Education shall make the final and unappealable decision as to whether to accept or deny the request. This decision shall be made at the next regular session of the Board of Education meeting following the date of the Committee meeting in which the Committee was unable to reach a majority decision.
6. A member may appeal the majority decision of the Committee within ten (10) calendar days after receiving the decision of the Committee to the Board of Education. The decision of the Board on whether to accept or deny the member’s appeal shall be made at the next regularly scheduled Board

of Education meeting following receipt of the appeal and shall be final and unappealable.

When using days from the leave sharing bank, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Leave sharing bank usage records will be maintained separately from regular sick leave records.

Leave sharing bank days may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

Participation in the leave sharing bank is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

Article VI. A.7. Original
Agreement 10-4-99 Revised
10-03-05 Revised 08-07-06

B. Temporary Leaves Without Pay

1. Teachers who request and have approved temporary leaves of absence without pay shall have the daily rate of pay of their annual salary deducted for each day of approved leave without pay.

Article VI, B.1. Original
Agreement 9-10-92

C. Extended Leaves Without Pay

1. Teachers requesting extended leaves of absence without pay shall submit written requests to the Superintendent to be granted with Board of Education approval, designating the beginning and anticipated termination dates of the leave. Extended leaves of absence without pay may be granted only after the employee has worked in the school system for at least three (3) full-time consecutive

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years. Exceptions will be considered or granted in extenuating circumstances. Such requests shall be made at least one month prior to the commencement of the requested leave, when possible.

Article VI. C.1. Original
Agreement 9-10-92 Revised
8-6-01

2. If a request for an extension, request to return to work, or resignation regarding an extended leave of absence has not been submitted in writing to the Superintendent prior to April 25 of each year, leave of absence benefits will not be granted.

Article VI.C.2. Revised 10-6-97

3. Request to return from a leave of absence for personal illness must be accompanied by a physician's statement

Article VI.C.3. Original
Agreement 9-10-92

4. Teachers returning from extended leaves of absence shall be returned to the positions they held prior to the commencement of such leaves or to substantially equivalent positions for which they are certified and qualified.

Article VI.C.4 Revised
10-6-97

5. All benefits to which a teacher was entitled at the time the leave began will be restored to the teacher upon return from the leave. The period of absence due to an extended unpaid leave shall not be counted toward experience for salary schedule purposes nor for career teacher status.

Article VI.C.5 Original
Agreement 9-10-92

ARTICLE VII: COMPENSATION

- A. 1. The salary schedule shall reflect any increases the legislature approves for teachers and include \$18 above state base at each step as our current scale contains. **As of 11-4-13 approved to pay an additional \$25 increase between each step for a total of \$43.00 above state base.**

Article VII.A.1, Revised 10-6-97
Revised 9-20-03; Revised 10-3-05
Revised 08-07-06; Revised 7-9-07
Revised 11-4-13

2. Teachers with more than thirty (30) years experience and who have earned at least one staff development point in one of the areas of special education, health related or student special needs issues will receive a stipend equal to the amount of the experience step (year 29-30) for the 2019-2020 school year only to be paid in the December paycheck.

3. Certified employees that are required by the administration to cover for an absent certified staff member during their own planning or lunch period will be paid \$10.00 per hour or major portion thereof. To qualify for the “cover pay”, the absent certified employee must be away from the building on district assignment or on approved leave. No compensation will be awarded when teachers cover for each other to allow a staff member to be away from their assignment for short periods of time and no sick or personal leave assessment is made. Article VII.A.3

Original Agreement 10-1-12

4. Reimbursement will be made for OCAS tests for certification in additional core subject areas and special education. Reimbursement will be based on the cost of the test and will be paid in the next pay period after documentation of passed OCAS test results is presented.

Article VII.A.4 Original
Agreement 9-8-15

B. Placement and Advancement on the Salary Schedule

1. When employed, teachers shall be placed on the appropriate step on Schedule A which corresponds with the teacher’s degree status and teaching experience credited by the Oklahoma State Department of Education.

2. Teachers shall normally advance on the salary schedule at the rate of one (1) year for each year of creditable service after initial placement. For salary advancement purposes, a year of creditable service shall consist of at least one hundred twenty (120) days of employment within one (1) school year.

Article VII.B. 1 & 2.
Original Agreement 9-10-92

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3. Following the third year of employment with the Board, teachers with out-of-state public school teaching experience beyond that credited by the Oklahoma Department of Education shall be provided annually with one (1) additional year of out-of-state experience until all such excess out-of-state experience has been credited.

Article VII.B.3., Revised
10-20-93

4. Horizontal movement on the salary schedule to other educational lanes shall be made upon receipt by the Board of official documentation of the lane requirements. Such movement shall be made at the beginning of the school year or at the semester.

Article VII.B.4. Original
Agreement 9-10-92

5. If a teacher receives a master's degree during the school year, a change in salary for the master's degree will be retroactive to the beginning of the current contract year.

Article VII B.5 Original
Agreement 10-3-11 Revised
9-10-18

C. Compensation for extra duty and extracurricular assignments shall be made in accordance with Schedule B which is attached hereto and made a part hereof.

Article VII.C. Original
Agreement 9-10-92

1. Added a summer weightlifting assistant to the extra-duty schedule if the amount of students to supervise is above fifty.

Article VII C.1. Original
Agreement 10-3-05

2. Added to the extra duty stipends a \$300 stipend for speech pathologist and a \$400 stipend to be

shared between elementary and intermediate advisors for “Feet on the Street”.

Article VII C.2. Original
Agreement 08-07-06

3. Added to the extra duty stipends a school to work stipend of \$500.00.

Article VII C.3. Original Agreement 8-4-08

4. Changed High School Cheerleading sponsors stipend to 2 @ \$1,700.00.

Article VII C.4. Orig. Agreement 10-3-11

5. Increased HS Pom Squad head stipend to \$1,200.00.

Article VII C.5. Orig. Agreement 10-3-11

6. Added Event/Homecoming Coordinator stipend of \$600.00.

Article VII C.6. Orig. Agreement 10-3-11

7. Increased Test Coordinators stipend from \$500 to \$750.00.

Article VII C.7. Orig. Agreement 9-8-15

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D. Teachers shall receive their pay warrants according to Appendix A as prepared by the Superintendent and which is attached hereto and made a part hereof.

Article VII.D., Revised 10-20-93

COMPENSATION SCHEDULE:

2. Employees shall receive their pay checks on the 25th of each month unless the 25th falls on a weekend or holiday; then checks will be paid on the day preceding that is not a weekend or holiday.

Article VII.E.2, Original Agreement 8-4-08
Revised 9-1-09

ARTICLE VIII: FRINGE BENEFITS

A. State Payment - Flexible Benefit Allowance

For the 2019-2020 school year, each teacher shall receive, above the State Minimum Salary Schedule, five hundred and seventy-one dollars and four cents (\$594.90) per month in the form of a Flexible Benefit Allowance (FBA) paid by the State of Oklahoma (effective 1-1-19). The District will apply the FBA toward the total premium cost of the District Health Plan, or to any option the teacher selects under the District's Section 125 Cafeteria Plan. Teachers who chose not to participate in the District's Health Plan or the District's Section 125 Cafeteria Plan shall receive sixty-nine dollars and seventy-one cents (69.71) per month as cash. Teachers whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.

Benefit for teachers will be paid according to 70 O.S. Supp. 2003 sections 26-101 through 26-105 as interpreted by the Oklahoma State Department of Education.

Article VIII, revised 10/5/98
Revised 9-02-03

ARTICLE IX: TEACHING ASSIGNMENTS

- A. Teachers shall be assigned within the scope of their certification as prescribed by the rules and regulations of the State Board of Education. After considering the certification and qualifications of teachers, assignments shall be made by the administration in order to best meet the interests of the students and the district.

- B. Teachers shall be notified of their tentative teaching assignments for the ensuing school year prior to the last day of school each school year. If the tentative assignment of a teacher is changed, the teacher shall be notified of the change within three (3) calendar days of the decision and shall be provided reason(s) for the change, if requested by the teacher.

Article IX. Original
Agreement 9-10-92

ARTICLE X: VACANCIES

A. Posting

1. Notices of vacancies or openings in certified, extra duty, extracurricular, or promotional positions shall be posted in the principal's office at each school within five (5) days after they are deemed to exist and any appropriate personnel have been notified. Posting notices shall contain information pertinent to the open or vacant position. Openings and vacancies shall be posted for a minimum of five (5) work days before they are filled, except in emergencies, when they shall be posted for at least two (2) days before being filled. During the posting period any teacher who desires to be considered to fill a vacancy or opening shall file an application in writing with the Superintendent.
2. The Association shall be provided a copy of each vacancy notice at the time it is posted.

B. Voluntary Transfers

1. Teachers may request a transfer by notifying the Superintendent, in writing, within five (5) days from the date the vacancy was posted. All qualified teachers requesting a transfer shall be considered by the Superintendent or designee.
2. In the event that a decision is made to fill a vacancy or opening with a currently employed teacher and more than one such teacher has applied, each applicant's years of local teaching experience and the educational qualifications related to the desired position will be considered in determining which teacher will be placed in the vacant or open position.

C. Involuntary Transfers

1. The Board will consider filling vacancies and openings in professional positions by means of voluntary transfers before involuntary transfers are considered. When vacancies or openings in professional positions are filled by means of involuntary transfers, those teachers being involuntarily transferred shall be given the reason(s) for the involuntary transfers, if requested by the teachers.
2. When an administrative transfer of a teacher is deemed necessary, the principal will consider the educational needs of the students and determine the grade level and/or subject area where the transfer can best be made.

Article X. Original
Agreement 9-10-92

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ARTICLE XI: REDUCTION IN FORCE

CERTIFIED TEACHING PERSONNEL (In Force Beginning
July 1, 2012, to Implement SB 2033 Terms)

I. Prompting Oklahoma Legislation

Oklahoma Statutes at Section 6-101.31 of Title 70, provide as follows: “The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a reduction-in-force plan shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act.”

II. General

1. Reasons for a Reduction in Force. Any teacher in the District may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.

2. Definitions. For the purpose of this section, the following terms have the stated meanings:

a. "Financial necessity" means a reduction in the District's financial resources that in the sole judgment of the board of education will result in a reduction in the District's current or future operating budget.

b. "Program change" means any elimination, curtailment or reorganization of a curricular/instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or school districts.

c. "Declining enrollment" means a decrease in the District's total enrollment or enrollment in a particular program or curricular / instructional offering which in the sole judgment of the board of education may adversely affect the District's current or future funding and/or the necessity of maintaining certain current or future class sections or curricular / instructional offerings.

3. Criteria for Eliminating Positions. The primary standard in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the unique / multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the force.

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III. Criteria for Non-reemployment of Teachers in Affected Positions.

1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions

as measured (to the nearest hundredth of a decimal point) by the District's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following procedures will be used:

2. A licensed teacher in an eliminated position shall be released first.
3. A probationary teacher in an eliminated position will be released second. If a probationary teacher is certified and qualified for a position held by a licensed teacher, the probationary teacher shall be reassigned to that position, and the licensed teacher shall be displaced and released.
4. A career teacher in an eliminated position shall be released third. If a career teacher is certified and qualified for a position held by a licensed or probationary teacher, the career teacher shall be reassigned to that position, and the licensed or probationary teacher shall be displaced and released.
5. In order for any displacement to occur, teachers shall have on file in the Superintendent's office either the proper certification or evidence of eligibility for such certification when the recommendation to reduce force is prepared.
6. If there is more than one teacher certified and qualified to be retained or to displace another teacher in accordance with these procedures, the following criteria, in priority order, shall be used to determine which teacher(s) shall be displaced and released:
 - a. Certification: standard, then provisional, then temporary
 - b. Years of local teaching experience
 - c. Years of local teaching experience in the position to be retained
 - d. Years of total teaching experience
 - e. Academic degrees: Doctorate, then Masters, then Bachelors
 - f. Recommendation of administrator(s)
 - h. If all the above criteria are equal, selection will be made by lot in the presence of the affected teachers

IV. "Bumping" Rights

1. Only those teachers who have an average three year ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
2. In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured to the nearest hundredth of a decimal point.
3. If the composite ratings of the teachers in the affected positions are identical then the following, **in this order**, shall control bumping:
 - a. Certification: standard, then provisional, then temporary
 - b. Years of local teaching experience
 - c. Years of local teaching experience in the position to be retained
 - d. Years of total teaching experience
 - e. Academic degrees: Doctorate, then Masters, then Bachelors
 - f. Recommendation of administrator(s)
 - g. If all the above criteria are equal, selection will be made by lot in the presence of the affected teachers

V. Procedures For Reduction in Force

1. Action by Superintendent. The superintendent, upon receipt of the board's preliminary

determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit a position elimination is proposed and (c) shall take into consideration the criteria set out herein.

2. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.

3. Notice and Hearing Procedures. Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being 25

provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.

4. Board Hearing. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.

5. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

VI. Re-employment or Other Employment After Reduction in Force

1. Recall. Those teachers whose employment is terminated because of a reduction in force shall have priority until July 31 following the effective RIF date. The board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent / superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.

2. Recall Procedures. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the

teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses / phone numbers up-to-date with the Superintendent's office of the District. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.

3. Status After Recall. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

Article XI Original
Agreement 9-10-92
Rev.9-4-12 BOE
App.10-1-12

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ARTICLE XII: TEACHER EVALUATIONS

A. Evaluations of teachers shall be based on the Tulsa Teacher and Leader Effectiveness Model (TLE) and evaluator's observation of the teacher while performing his/her classroom/worksite job function. All scheduling of pre-conferences, observations, observation conferences and PDP follow-ups, and implementation of the TLE shall follow state statutes.

Revised
7-18-2017

B. Probationary teachers shall be formally evaluated each school year using the following procedure:

1. Classroom observations shall form the basis for evaluation reports made each school year.

Probationary teachers shall be observed at least twice per school year prior to April 30, once a semester. Each evaluation will be preceded by two observations. When circumstances allow, the Personal Development Plan (PDP) will be completed by the end of the current school calendar. This timeline will be followed unless unusual or unforeseen circumstances occur. Feedback shall be promptly provided to the teacher following each observation. 2. One pre-observation conference shall be held prior to the first classroom/work site observation

each year between the evaluator and the individual teacher, within a reasonable amount of time. 3. Each evaluation shall be based in part on the evaluator's observation of the teacher while

performing his/her classroom/worksite job functions. 4. Each observation shall be at least twenty (20) minutes in length. 5. The principals' assessment of the teacher's performance during the observation must be recorded

on the observation form. Observations shall not be conducted on the day immediately following any extended break in the instructional calendar year (whether scheduled or unexpected). Each observation must be followed by an observation conference no more than five (5) instructional days from the date of the observation. There must be at least ten (10) instructional days between an observation and the last observation conference. If a teacher requests a third observation promptly after the second observation, the principal must conduct a third observation prior to the evaluation. A copy of the formal, written evaluation shall be given to the teacher at each observation conference of the teacher and the administrator making the evaluation. The teacher shall acknowledge receipt of the evaluation by signing the original. 6. A Personal Development Plan (PDP) may be issued if there is a ranking of "1-Ineffective" or "2-Needs Improvement" on the observation. The administrator will use his/her judgement to determine if a PDP is required. If a Personal Development Plan is written, an additional conference is required in addition to the two standard observations. This additional conference will help monitor and track the progress of the PDP. When the observation conference is held for a PDP, members of the bargaining unit shall have the right, if so desired, to be accompanied by a representative. 7. Within ten (10) working days after the evaluation conference, the teacher may respond in writing

and said response shall be attached to the evaluation. On a voluntary basis, a teacher may provide his or her evaluator with additional evidence of professional proficiency in the form of a portfolio or artifact file/binder for purposes of his or her evaluation.

C. Career teachers shall be formally evaluated at least once each school year using the following procedure:

1. Classroom observations shall form the basis for evaluation reports made each school year. Career teachers shall be observed at least once prior to April 30, unless the evaluation results in creating a Personal Development Plan or unless a third observation is required or requested. Each evaluation shall be preceded by two observations. When circumstances allow, the Personal Development Plan (PDP) will be completed by the end of the current school calendar. This timeline will be followed unless unusual or unforeseen circumstances occur. Feedback shall be promptly provided to the teacher following the observation.

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2. One pre-observation conference shall be held prior to the first classroom/work site observation each year between the evaluator and the individual teacher, within a reasonable amount of time. 3. Each evaluation shall be based in part on the evaluator's observation of the teacher while performing his/her classroom/worksite job functions. 4. Each observation shall be at least twenty (20) minutes in length. 5. The principals' assessment of the teacher's performance during the observation must be recorded on the observation form. Observations shall not be conducted on the day immediately following any extended break in the instructional calendar year (whether scheduled or unexpected). Each

observation must be followed by an observation conference no more than five (5) instructional days from the date of the observation. 6. The teacher shall acknowledge receipt of the evaluation by signing the original. 7. The teacher may, within two weeks of each evaluation conference or receipt of a copy of the evaluation, whichever is later, respond to the evaluation in writing and said response shall be attached to the formal observation.

- D. Career teachers receiving a Composite Evaluation rating of a 4 or a 5 may be exempt from the TLE evaluation process for a period of three years; if not evaluated, that career teacher will be given the same rating as they received from the previous year's final evaluation.
- E. The evaluation forms and procedures are available in the Appendix.
- F. TLE Classroom Observations will not occur during the first ten (10) days of the school year and there will be no formal observations of any teacher following the third week of April nor will teachers be observed if the teacher's schedule has been changed or if the teachers have been assigned supervision of other students.
- G. Observations shall not be conducted on the day immediately following any extended break in the instructional calendar, Thanksgiving, Christmas and/or Spring Breaks.
- H. The Board shall maintain current and accurate teacher evaluation records. The confidential Evaluation documents and any responses thereto shall be made available only to the evaluated teacher, the Board, administrative personnel making the evaluation, the board and administrative staff of any school district to which the teacher applies for employment, such other persons as are specified by the teacher in writing, and others as specified by law.

Article XII.E. Revised
10-20-93 Rev.9-4-12 BOE
App. 10-1-12 Revised 7-18-17

ARTICLE XIII: TEACHER PERSONNEL FILES

- A. An official personnel file for each teacher shall be maintained in the office of the Superintendent. Unofficial working files, including transcripts and attendance records, may be maintained in the office of each principal.

Article XIII.A. Original
Agreement 9-10-92

- B. Material that adversely affects the teacher's employment status shall not be placed in the teacher's official personnel file until the teacher has had the opportunity to read the material and sign and date the actual copy to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) work days, to affix a written response to said material.

Article XIII.B. Revised
10-20-93

- C. Each teacher shall have the right to review the contents of the personnel file by making an appointment during normal business hours, but not during the duty or planning time of the teacher or designee. The teacher is entitled to receive a copy of any documents contained therein with the teacher paying the cost of reproduction.

Article XIII.C. Original
Agreement 9-10-92

- D. A teacher may give written authorization to a designee to review the non-confidential contents of the teacher's official personnel file during normal business hours.

Article XIII.D. Original
Agreement 9-10-92

ARTICLE XIV: SCHOOL CALENDAR

A. Prior to recommending a calendar for the ensuing school year to the Board, the Superintendent shall meet with representatives of the Association by February 1 each year to receive and discuss the written recommendations of the members of the bargaining unit.

Article XIV.A. Original
Agreement 9-10-92

ARTICLE XV: WITHHOLDINGS FROM MONTHLY SALARY

A. Upon written authorization from any teacher, the Board shall make deductions from the salary of the

teacher for PTEA/OEA/NEA dues, including political contributions.

- B. Payroll deductions from a teacher's salary (including annuities and 403B plans) that are not part of the Section 125 plan must have at least five (5) participants and be set up at the beginning of the school year. Any new payroll deductions must be tax sheltered – no non-tax sheltered payroll deductions will be made.

Article XV, revised 12-4-95
Article XV.B., revised 10-4-99
Article XV, revised 10-7-02
Article XV,B, revised
08-07-06

ARTICLE XVI: SENIORITY

A. Seniority is defined as the amount of continuous, contracted employment in the district, beginning on the date the teacher first reported to work.

ARTICLE XVII: GENERAL PROVISIONS

A. If any provision of this Agreement shall be found contrary to law, it shall be severed from the

Agreement, and all other provisions and applications of the Agreement shall continue in full force and effect.

- B. Should Board policy conflict with the Negotiated Agreement, the language in the Negotiated Agreement shall be controlling.
- C. If the parties mutually agree to modify this Agreement, it shall be done by an instrument in writing duly executed by the parties.
- D. The Board shall not discriminate in employee practices or by reason of participation or non-participation in the bargaining process in accordance with applicable law.
- E. Whenever formal notice pursuant to the provisions of the Agreement is required to be given by either of the parties to this Agreement to the other, it shall be done by registered or certified letter at the following addresses:

- 1. If by Association, to the Board:

President Perkins-Tryon Board of
Education PO Box 549 Perkins,
OK 74059-0549

- 2. If by Board, to the Association:

President Perkins-Tryon Education
Association PO Box 489 Perkins,
OK 74059-0489

Article XVII Original
Agreement 9-10-92

ARTICLE XVIII: DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by the parties and shall continue in full force and effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.
- B. Not later than thirty (30) days after ratification of this Agreement by the Board, the Board shall prepare copies of this Agreement for distribution by the Association to all teachers in the bargaining unit.
- C. This Agreement was completed by the negotiating representatives of the parties on _____.

Board of Education Representatives Association Representatives

_____ Board
Spokesperson Association Spokesperson

_____ Committee Member Committee Member

_____ Committee Member Committee Member

_____ Committee Member Committee Member

_____ Committee

Member Committee Member Article XVIII, revised 12-4-95

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This Agreement was ratified by the Perkins-Tryon This Agreement was ratified by the Perkins-Tryon
Board of Education on _____. Education Association on _____.

_____ Board

President Association President

_____ Board

Clerk Association Secretary

2019-2020 Salary Scale Stipends (Extra-Duty Pay Schedule)

Athletic Director \$6,000 Senior Class Advisor (2) \$ 600 (each)

Junior Class Advisor (3) \$1000 (each) Football

HS Head \$6750 HS Assistants (2) \$3,000 (each) HS Student Council \$1,000 HS Def./Off Cord. 3,250 (each) MS

Student Council \$ 600 9th Head \$1,500 9th Assistants (1) \$1,000 8th Head \$1,500 HS Cheerleading (1) \$3,400 8th Assistant (1) \$750 MS Cheerleading (1) \$2,500 7th Head \$1,500 7th Assistant (1) \$750 Academic Team Coach \$450 Basketball Dean of Students (HS) \$4,000 HS Head Boys \$6,500 Dean of Students (MS) \$2,000 HS Head Girls \$6,750 HS Assistants (2) \$3,000 (each) Yearbook Advisor \$ 800 HS Girls Asst. \$1,750 9th Head (girls and boys) \$1,500 (each) Journalism \$ 700 9th Assistants (2) \$1,000 (each) 8th Head (boys and girls) \$1,500 (each) Band Director \$5,500 8th Assistants (2) \$0 (each) Band Co-Director \$4,100 7th Head (boys and girls) \$1,500 (each) Gifted & Talented Head \$1,250 7th Assistants (2) \$ 0 (each) Academic/Gifted Coordinator

(3)

\$ 900 (each)

HS Head Golf (Boys) \$1,250 Technology Coordinator (4) \$ 700 (each) HS Head Golf (Girls) \$1,250 Online Curriculum Cord. \$1,000 MS Head Golf \$1,000 Summer Online Curriculum

Cord

\$750

HS Head Baseball \$6,500 HS Assistant Baseball \$3,000 District Test Coordinator \$ 750 MS Head Baseball \$1,500 Site Test Coordinators (3) \$ 750 (each) HS Head Softball \$6,500 National Honor Society Advisor \$ 500 HS Assistant Softball \$3,000 MS Head Softball \$1,500 MS Asst. Softball \$750

Intermediate Music Makers \$ 400 HS Sumer Weight Room \$2,200 MS Summer Weight Room \$400 International Club \$ 300

HS Head Track (boys and girls) \$ 1700 (each) Speech Pathologist (1) \$ 300 (each)

8th Track (boys & girls) \$750 (each) Special Ed Director \$5,000 7th Track (boys & girls) \$750 (each) Psychometrist \$6,000 Cross Country MS/HS (boys/girls) \$750 (each) Prof. Dev. Administrator \$1,250 HS Wrestling \$6,000

Professional Dev. Chair \$500 HS Assistant Wrestling \$3,000 BPA \$2,000

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MS Wrestling \$1,500 FCCLA HS/MS \$2,000 each MS Assistant Wrestling \$750 FFA (2) \$2,400 each

If Extra-duty stipends total two-thousand dollars (\$2000) or less, the stipend shall be paid in two equal payments, one-half in December and one-half in May. If Extra-duty stipends total two-thousand and one dollars (\$2001) or more, the stipend shall be included in their gross annual pay.

PAYROLL AND CUTOFF
SCHEDULE

**APPENDIX
B**

PROCEDURAL AGREEMENT

(Teacher Bargaining Unit)

A. PURPOSE

1. The Board of Education of Independent School District No. 056 of Payne County, Oklahoma (Perkins-Tryon Board of Education), and the Perkins-Tryon Education Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes, Title 70, Section 509.1 et seq.

B. RECOGNITION

1. This Agreement is made and entered into by and between the Perkins-Tryon Education Association, hereinafter termed the "Association" and the Board of Education of the Perkins-Tryon Public Schools, hereinafter termed the "Board".
2. The Board hereby affirms its recognition of the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers, and who do not hold supervisory authority with respect to other teachers of the Perkins-Tryon Public Schools.

C. SCOPE OF BARGAINING

1. The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.
2. The Board retains and reserves unto itself all powers, rights, authority, and obligations conferred upon and vested in it by state and federal law. Policies, rules, and regulations of the Board shall be consistent with the Negotiated Agreement.
3. The Board and the Association recognize that the Board is prohibited from negotiating its inherent managerial responsibilities.

D. NEGOTIATIONS PROCEDURES

1. Negotiations Teams
 - a. The Board and the Association shall each designate in writing at the first negotiation session 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 its team who will serve as spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.
2. Opening Negotiations

- a. By May 1 of each year, either party may notify the other of its desire to negotiate for the ensuing school year. Once such notice is given, the parties shall commence negotiations on May 15 or on any other mutually agreeable date.
- b. The Board and the Association shall submit all of their respective negotiations proposals at the first session. Additional proposals may be submitted only upon mutual agreement of the parties.

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3. Negotiations Sessions

- a. Only members of the respective negotiation teams may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.
- b. No recordings or official transcripts shall be made without mutual agreement of the parties.
- c. Negotiations will only be conducted between the representatives of the parties and in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. The time, date, place, and agenda of subsequent sessions will ordinarily be set by mutual agreement of the parties prior to the close of each negotiation session.
- d. The representatives of either party may caucus during negotiations meetings.
- e. Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.
- f. Within a reasonable amount of time following a request from the Association, the Board shall provide the Association copies of documents containing information permitted by law and requested by the Association. The first copy of any document provided to the Association shall be without charge. Additional copies of documents previously provided to the Association shall be in accordance with Board policy adopted pursuant to the Oklahoma Open Records Act.

4. Tentative Agreement

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

5. Impasse

- a. If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.
- b. Within two (2) days of such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS), unless the parties mutually agree to forego the mediation process.
- c. If the mediation process has been utilized and fails to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:
 - i. A fact finding committee consisting of three (3) members shall be formed. Within five (5) days following the discontinuation of mediation, one (1) member shall be selected by the Association, and one (1) member shall be selected by the Board. Within fifteen (15) days following the selection of the first two (2) members, the third member shall be selected by the first two (2) members: Each representative shall submit a list of five (5) names to the other representative. If no person named on the lists is agreeable to both parties, a coin toss shall occur with the party losing the coin toss selecting a person from the other party's list. The person so selected shall be the third committee member and chairperson. ii. Within five (5) days after the selection of a chairperson, the negotiations representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item submitted to fact finding shall show the last position taken by each negotiating team.
 - iii. The committee shall meet with the Board's and the Association's negotiation representatives for the purpose of fact finding.
 - iv. The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and within twenty (20) days after the chairperson is selected, shall present its written recommendations to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
 - v. All hearings by the fact finding committee shall be conducted in closed session.
 - vi. The fact finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.
 - vii. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting

of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days following the exchange of written statements, as provided for by this section, either party may discontinue such efforts.

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

E. SAVINGS CLAUSE

1. If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect.

F. DURATION OF AGREEMENT

1. This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, by January 31 of any year, by either party that the party desires to modify or amend this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually acceptable date within thirty days from January 31 of the school year in which the notice was given.
2. In the event the Association disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on that date of such disbanding or cessation of representation.

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3. In witness hereof the Board and the Association have caused this Agreement to be signed by their respective negotiations spokespersons, presidents, clerk, and secretary, all on this 10th day of September, 2018.

----- Board
Negotiations Spokesperson Association Negotiations Spokesperson

----- Board President
Association President

----- Board Clerk
Association Secretary

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FINAL NEGOTIATED AGREEMENT(s) WILL NEED:

Schedule A, Certified Salary Scale Schedule B,
Extra-duty Compensation Appendix A, Payroll Schedule
Appendix B, Procedural Agreement Appendix C-1,
Teacher Evaluation Form Appendix C-2, Library Media
Specialist Evaluation Form Appendix C-3, Counselor's
Evaluation Form Appendix D, PTEA Grievance Form

