

MASTER CONTRACT

SHAWNEE PUBLIC SCHOOLS

2015-2016
SCHOOL YEAR

Shawnee Association of Classroom Teachers
and
Shawnee Board of Education

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ARTICLE I RECOGNITION

1.1 POLICY

The Board of Education of Independent School District No. I-93, Potawatomie County, Oklahoma recognizes the Shawnee Association of Classroom Teachers as the exclusive representative body selected by the majority of the teachers employed by and serving in the Shawnee School District. Accordingly, no teacher shall be discriminated against by the Board, the Superintendent, any other administrative officer, or the Association because of his/her exercise or non-exercise of rights under this agreement. Teacher is herein defined as including all teachers employed by the Shawnee School District I-93 who are below the administrative rank of Assistant Principal. Those excluded from Association representation include the positions of Superintendent, Assistant Superintendent, Business Manager, Administrative Assistant, Central Office Directors and Program Coordinators, Principals, and Assistant Principals.

The Board of Education of Independent School District No. I-93 is the legally elected governing body of the school District; and, as such, the Board possesses all powers enumerated and/or delegated by the Oklahoma Constitution and the laws of the State of Oklahoma, together with the duties imposed thereby. Accordingly, if any provision herein or application of said provision herein shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law and that all other provision or applications of this agreement shall continue in full force and effect. In such cases, the Board shall adopt an interim policy until such time as a new policy is adopted through the regular negotiations process when state or federal laws, regulations, etc., necessitate a change in that policy portion contrary to law.

1.2 PROCEDURAL AGREEMENT

The procedural agreement governing negotiations between the parties appears as Attachment A to this agreement and is incorporated herein by reference.

1.3 FACT FINDING PROCEDURES

A. If bargaining representatives for the Board and Association are unable to reach tentative agreement on any or all bargaining issues by means of mediation before August 1, of each fiscal year, an impasse shall exist and all remaining unresolved issues shall be referred to a three (3) member fact finding committee in accordance with applicable Oklahoma statutes, provided that either party shall be free to make a written declaration of impasse prior to that date. The parties may mutually agree to extend impasse deadlines.

B. The fact finding committee shall consist of: (a) one (1) fact finder selected by the Association with written notice given to the Board within five (5) calendar days after the reaching of impasse; (b) one (1) fact finder selected by the Board with written notice given to the Association within five (5) calendar days after the reaching of impasse; and (c) the chairperson of the committee shall be selected from the State Superintendent of Public Instruction's list of fact finders. The bargaining spokespersons for the Board and Association shall, within five (5) calendar days of the existence of the impasse, transmit a written request bearing both their signatures to the State Superintendent of Public Instruction for a list of five (5) potential fact finders.

C. Within five (5) calendar days of receipt of the list provided by the State Superintendent of Public Instruction or designee, the bargaining spokespersons for the Board and Association shall select the fact finder. If unable to mutually agree upon a fact finder from the list of five (5) potential fact finders, the Board and Association bargaining spokespersons or their designees shall execute a coin toss, the loser of which shall be first to strike one (1) name from the list of five (5), followed in like manner by the winner of the toss striking one (1) name, and continuing in the same order until one (1) name is left, such person to serve as chairperson of the three (3) member fact finding committee.

D. The Board shall be responsible for all expenses of its selected fact finder, as shall the Association for its selected fact finder. The Board and the Association shall share equally in the expenses of the chairperson and in all other expenses accruing from fact finding.

E. Within five (5) calendar days of the selection of the chairperson, Board and Association bargaining representatives shall meet to simultaneously exchange written language stating their positions on the issues at impasse. The proposals exchanged shall also be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

F. The chairperson may, but is not required to, hold a pre-fact finding conference for the purpose of designating the date, time and place of the fact finding hearing and dealing with other preliminary matters raised by the parties.

G. The committee shall schedule and hold the fact finding hearing and, within twenty (20) calendar days of the chairperson's selection, submit a report, to include written recommendations, to the bargaining spokespersons for the Board and the Association. Upon receipt of the report from the Fact Finding Committee, the Board and Association spokespersons shall immediately notify each other their receipt of the report. The seven (7) day period for considering the report and requesting a meeting of the bargaining teams provided for in section 1.4 below shall begin upon receipt of the report by both parties.

H. The Board shall file a copy of the fact-finding committee report with the office of the State Superintendent of Public Instruction within fourteen (14) calendar days of its own receipt of such report and shall provide the Association with a copy of any transmittal letter which accompanies the report.

1.4 POST-FACT FINDING PROCEDURES

A. If either the Board or the Association decides it must reject one or more of the committee's recommendations, said party must, within seven (7) calendar days after its receipt of the recommendations, request a meeting of the representatives who have been bargaining for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives 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 good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, either party may discontinue such effort.

If the effort to resolve differences is successful, the Board and Association shall draft a written agreement and shall present the agreement to both parties for ratification. The agreement shall also be forwarded to the State Superintendent of Public Instruction.

If the effort to resolve differences is unsuccessful, the Board shall forward in writing to the office of the State Superintendent of Public Instruction its final disposition of the collective bargaining impasse process within thirty (30) days of the effective date of implementation.

ARTICLE II CONTRACT YEAR

2.1 DURATION

The basic contract days for teachers for each contract year shall be 182 days, consisting of 177 teaching days and five (5) non-teaching professional days. The non-teaching days will be one (1) day before classes begin, one (1) day after classes end to work in the classroom without meetings, and three (3) professional days to be determined by the Board. Such contract days shall be scheduled on weekdays.

2.2 DESIGNATION OF PROFESSIONAL DAYS

In recognition of teacher professional development opportunities provided by the OEA at its one (1)-day fall state-wide conference, the Board will not schedule this day as a teacher work day so that teachers may, at their own option, avail themselves of these professional development opportunities.

2.3 ORIENTATION – NEW TEACHERS

Teachers who have not previously attended an orientation day may be required to attend a special new teachers orientation day preceding the reporting day for other teachers. New teachers shall be paid a stipend, providing professional development funds are available, for additional required orientation days. Either prior to or after the completion of the agenda of this meeting, scheduled by the Superintendent, the Association will be afforded the opportunity to present and discuss items of interest to new personnel.

2.4 CALENDAR

The school calendar shall be adopted prior to the time teachers are asked to sign contracts and shall not be altered during the year, except for reasons beyond the Board's control. When changes are required, the Board will consult with the Association prior to making the changes.

ARTICLE III TEACHING DAY

3.1 DEFINITION

A teacher is anyone who is regularly assigned to a classroom or any person employed by the Board of Education on the certified salary schedule. This includes, but is not limited to, classroom teachers, library media specialist, counselors, special teachers, specialist, and department coordinators.

3.2 PERIOD OF DUTY

Unless assigned duties and professional responsibilities related to the proper functioning of the school require otherwise, Teachers shall remain on duty for seven (7) hours and forty (40) minutes each day. After consulting with the Faculty Advisory Committee, the Principal will establish the normal reporting times for Teachers before student classes begin each day as well as the normal departure times after classes have ended. Lengthy conferences with students and/or parents should be specifically scheduled by the Teacher in coordination with the Principal and/or Counselor.

3.3 SCHEDULING

Teaching assignments and schedules are made by the Principal. Within the assigned day, Teachers shall determine the instructional schedule within the scope of District, state and national curriculum standards, which is subject to approval by the Principal.

3.4 SIGN-IN - SIGN-OUT

Each teacher shall be required to sign-in and sign-out on arriving at or leaving the school premises. The method of signing-in or signing-out shall be determined by each building principal or immediate supervisor.

3.5 PLANNING PERIOD

Each secondary teacher shall have at least one period daily for conferences and planning. Each elementary teacher shall have duty-free conference and planning time totaling at least 50 minutes each day.

3.6 LUNCH PERIOD

The District is committed to providing teachers with no less than thirty (30) consecutive minutes for lunch during which he/she be given no duties whenever possible. The process for the implementation of this condition of employment at the Elementary Level is found in Attachment H to this Agreement.

Teachers voluntarily foregoing their duty-free lunch period for the entire school year to accept an instructional assignment, shall be compensated at the amount of \$20.00 per hour on a pro-rata basis.

3.7 EXTRA CURRICULAR ACTIVITIES

The Administration will endeavor to insure that extra-curricular activities do not unduly interfere with regular classroom work. Teachers scheduling activities should schedule those activities to minimize interference with other teachers' classes.

3.8 WORK BEYOND THE SCHOOL DAY

Curriculum program requirements that are mandated by the state shall be directed by the District Professional Development Committee for consideration.

ARTICLE IV TEACHER COMPENSATION

4.1 POLICY

Each teacher employed by the Board shall be compensated for the professional services, which he/she renders during the professional days as defined herein for the term of a contract year as defined herein. This compensation shall be termed salary and the amount of such salary each teacher receives for a contract year shall be determined by his/her placement on the appropriate salary schedule. All teachers shall be placed on the Teachers' Salary Schedule.

4.2 GENERAL PROVISIONS

Each teacher shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience entitles him/her, provided that retired teachers reentering employment with the District shall be placed on step 5 of the salary schedule. All salary placements are subject to verification of experience and training and shall be revised either upward or downward for each school year to the level for which the teacher proves his/her entitlement on or before September 15 of each year. Teachers beginning their employment after the beginning of a school year shall be on the track and step for which they qualified as of September 15 of that school year. One full semester of full-time teaching experience obtained in each of two different years or school systems shall be combined and counted as one year of experience with adjustment in step placement made accordingly. For the 2015-2016 school year, each teacher qualifying by experience for step advancement shall advance one (1) step on the Teacher Compensation Schedule.

MEMORANDUM OF UNDERSTANDING

The Board bargaining team and the SACT bargaining team recognize that the District's budget is in distress and that the Fund Balance declined by almost \$600,000.00 this past year, which was the third such decline in as many years.

The Board team and SACT team agree to maintain teacher salaries at the 2014-2015 level for the 2015-2016 school year unless modified in accordance with paragraph four below.

The Board team and the SACT team agree to monitor the performance of the budget during the first semester of the 2015-2016 school year.

Further, the Board and SACT teams agree to meet on or before January 11, 2016 for the purpose of reviewing the budget performance and possibly making a recommendation to the Board.

Further, it is understood that if a step raise cannot be recommended in accordance with paragraph four above, it will be the goal of the bargaining teams to provide a double step raise during the 2016-2017 negotiations, if funds permit.

4.3 PLACEMENT-TEACHERS' SALARY SCHEDULE

When a teacher improves his/her professional status by acquiring the required number of approved hours or a degree, he/she will be entitled to move from one-track scale to another on the salary schedule in the following manner:

- a. First, move horizontally to the track scale for which he/she is eligible.
- b. Then, move to the next increment step on the new scale.

4.4 METHOD OF PAYMENT

For each contract year, the Board shall pay in twelve (12) equal monthly installments commencing in September for teachers as soon as reasonably possible after the end of the pay period, and continuing thereafter according to the prescribed schedule in Paragraph 4.5, this section. Notwithstanding the provision of Paragraph above, any teacher to whom the continuing contract applies, after completion of all his/her contractual obligations, shall be paid no later than the last day of June, the balance of his/her contractual compensation in one payment.

If a teacher goes on leave of absence, returns, resigns, or is terminated for any cause before that teacher has served a full school year, then his/her salary shall be adjusted and paid as follows:

A fractional part of a year's service shall be paid on basis that the number of contract days worked bears to the total number of contract days in the contract year.

4.5 SCHEDULE OF PAY PERIODS

Payments shall be made on the 20th of each month. Should the 20th fall on a non-school day, or legal holiday, payment will be made on the last working day before the 20th. All payments shall be completed before the last day of June.

4.6 SALARY SCHEDULE

The Salary Schedules appears as Attachment B to this agreement and is incorporated herein by reference.

4.7 PAYROLL DEDUCTIONS

The Board provides that, whenever duly authorized by any teacher on an appropriate form or forms, payroll deductions shall be made for the following purposes:

- a. Donations to the United Way Fund
- b. Payments to the Bison Federal Credit Union
- c. Dues for the National Education Association and the Oklahoma Education Association
- d. Donations to the Educator's Political Action Committee
- e. Teacher approved Life and/or Annuity Insurance
- f. Hospitalization, Health Insurance, when applicable
- g. United States Savings Bonds
- h. Deductions to American Fidelity Assurance Company
- i. The monthly cost of the teachers' portion of the Section 125 Plan
- j. Local dues to SACT

Direct deposit is required for all employees who elect that option.

Excluding presently teacher-approved companies, no future deductions from an employee's salary for health, accident, or life insurance shall be made from any one company until at least twenty (20) teachers have signified in writing their request for such deductions.

Any payroll deduction entity that has five (5) or fewer participants shall be canceled at the end of the school year and no longer shall be eligible for payroll deduction. Participating employees shall be notified of such cancellations. Annuities will be exempt from this agreement.

4.8 CONTRACT FORM

The Contract Form appears as Attachment C to this agreement and is incorporated herein by reference.

4.9 ASSIGNED SUBSTITUTE PAY

When a teacher is assigned by the principal during his or her planning period for the supervision of another teacher's class, that teacher shall be paid \$10.00 for that duty.

When a teacher at the Elementary level is assigned by the principal additional students due to the absence of another teacher, that teacher will be paid in accordance with the following schedule:

<u>Portion of Day</u>	<u>Portion of Class</u>	
	Full	Half
Full Day	60.00	30.00
Half Day	30.00	15.00

The above schedule is based upon the current rate of pay for certified substitute teachers. If the District changes these rates, the amounts on the schedule will be changed accordingly.

ARTICLE V EXTRA DUTY

5.1 DEFINITION

The term "Extra Duty Salary" shall refer to a special class of payments received by teachers in payment for the assigned and accepted services set forth on Attachment D of this agreement.

5.2 ASSIGNMENTS

All assignments in the Extra Duty Salary schedules are for a single year with subsequent reassignments made on the basis of agreement between the Board and the teacher. The duty and annual amount paid will be included in the space provided on the Extra Duty Contract Form. The District may fill extra duty assignments from outside the School District when there are no teachers qualified or available to perform the extra duty.

5.3 EXTRA DUTY CONTRACT FORM

The Extra Duty Contract Form appears as Attachment E to this agreement and is incorporated herein by reference.

5.4 JOB DESCRIPTION FOR EXTRA DUTY POSITIONS

A description of responsibilities and duties will be provided each person whose position is listed on the Extra Duty Salary Schedule. The title of the immediate supervisor or his/her designee will be included. Updated job descriptions shall be developed and distributed during the current school year.

5.5 EXTENDED CONTRACTS

The administration retains the right to assign extra days to the individual contracts with librarians and counselors. Librarians and counselors who are assigned to work extra days shall be compensated at their regular daily rate of pay.

Unless otherwise provided by grants, stipends, or current extra duty schedule, any teacher assigned extra days shall be compensated at their regular daily contracted base rate of pay. The administration retains the right to assign extra days to the individual contracts of teachers.

ARTICLE VI TEACHER BENEFITS

6.1 RETIRING TEACHERS

A teacher who has declared his/her intention to retire and has retired under the provisions of the Oklahoma Teachers Retirement System shall receive a severance bonus of \$100 per year of service with the Shawnee Public Schools based upon a maximum of eighteen (18) years. This payment will be paid as a separate payment.

6.2 FRINGE BENEFITS REFLECTED AS SALARY

A. Insurance

District Payment:

For the 2015-2016 school year, each full time teacher who chooses to participate in the District's Health Insurance Plan shall receive, as part of Total District Compensation, \$141.66 per month of each individual full-time teacher's health insurance premium. Any excess monies over the cost of the major medical coverage purchased by the teacher may be used to purchase additional benefits through the District's Section 125 Cafeteria Plan or may be taken as taxable compensation. Teachers who choose not to participate in the District's Health Insurance Plan shall receive the monthly amount of \$141.66, which may be applied to the District's Section 125 Cafeteria Plan or may be taken as taxable compensation. Part-time teachers shall receive the appropriate prorated amounts of the above payments (see note 1 – Base Salary Schedule).

State Payment:

Teachers who choose to participate in Major Medical Coverage purchased through the District sponsored Cafeteria Plan.

For the 2015-2016 school year, each teacher who purchases major medical health coverage through the District's Health Insurance plan shall receive, the monthly Flexible Benefit Allowance (FBA) required by State Law. The District will apply the FBA toward the total premium cost of the District's Health plan. Any excess FBA allowance over the cost of the major medical coverage purchased by the teacher may be used to purchase additional benefits through the District's Section 125 Cafeteria Plan or may be taken as taxable compensation as provided for by law. Part-time teachers shall receive benefits as provided for by state law. If the State mandated FBA changes during the 2015-2016 school year, teachers will receive the appropriate payment as required by law.

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

For the 2015-2016 school year, teachers who choose not to participate in the District Health Insurance Plan shall receive, sixty-nine dollars and seventy- one cents (\$69.71) per month which may be applied to options in the District's Section 125 Cafeteria plan or may be taken as taxable compensation, in lieu of the flexible benefit allowance provided for in paragraph above.

B. Retirement

For the 2015-2016 school year, the Board shall pay, as part of Total District Compensation on the Compensation Schedule, teacher retirement contributions up to seven (7%) percent of the portion of the required teacher retirement contribution less the State Retirement Off- Set for salaries. The Board shall also pay the teacher required retirement contribution on all contracted extra duty and other compensation.

6.3 WELLNESS PROGRAM

Each teacher is encouraged to participate in a wellness program that promotes physical fitness and good health. The Board of Education will join the St. Gregory's Aerobic Center, the YMCA, Oklahoma Baptist University and other wellness facilities approved by the Board as a corporate sponsor. Each teacher will be allowed to purchase an individual membership at the corporate rate per year. Teacher participation is on a voluntary basis. The money involved is available through participatory membership only and will be credited to the teacher in no other fashion. For the school year, the Board shall pay one hundred twenty (\$120.00) dollars of the annual fee for each teacher enrolling in an approved program.

6.4 IRS SECTION 125 PLAN

The Board of Education shall select a Section 125 IRS Fringe Benefit plan for voluntary teacher participation. The Board will pay all fees for the establishment of the Section 125 Plan and the teacher participants will pay their own monthly fees.

6.5 RETIREE'S' INSURANCE

Retiree's may stay on the local health insurance plan until age sixty-five (65).

6.6 CONFERENCE EXPENSES

Teachers who attend conferences for the District will be reimbursed for meals on travel involving overnight stays at the rate approved by the Board. A per diem expense may be authorized for approved travel involving overnight stays. The Business Manager shall be authorized to increase the Board-approved rate by \$10.00 in those instances where travel is to a destination involving extraordinary meal costs. Mileage will be reimbursed at the rate approved by the Internal Revenue Service.

ARTICLE VII TEACHER TRANSFER AND ASSIGNMENT

7.1 Assignment

The assignment of teachers to teaching positions will be made in order to best meet the needs of the Students and the District. Teachers will be assigned within the scope of their certification and the rules and regulations of the State Department of Education.

7.2 Posting of Vacancies

When the superintendent determines a vacancy to exist, the superintendent shall cause a notice of such vacancy to be posted in the following locations: faculty bulletin board at each site and Central Office bulletin board. A copy will also be sent to the SACT President. During the summer recess, the superintendent or his/her designee shall notify in writing those teachers who have made requests prior to May 1, as provided in 7.3 below, for any vacancies for which they are qualified. It is also equally the teacher's responsibility to check the official District posting locations in order to remain aware of summer vacancies. Vacancies shall normally be posted for at least six (6) working days before the position can be filled on a permanent basis, except that vacancies may be filled prior to the expiration of the sixth (6th) day under the following conditions: (a) during a period of thirty (30) calendar days prior to the starting date of school each year for any reason, or (b) during a period of thirty (30) days after the starting date of school each year when the vacancy is a result of either staff resignation or student enrollment.

7.3 Voluntary Transfer or Reassignment

Teachers desiring a transfer to another site, or a change in assignment to another grade level or subject area within their same site, for the ensuing school year shall make such request in writing to the superintendent. When such request is made prior to May 1 of the current school year, the teacher shall receive preferential consideration, and thus those teachers currently employed in the District who make such request prior to May 1 and subsequently apply for a posted vacancy shall be considered for vacancies before applicants from outside the District are employed to fill such vacancies. As part of such preferential consideration, teachers who request an interview shall be given an interview by the appropriate administrator. In giving preferential consideration, it is further intended that if after applying bona fide education needs and criteria, and comparing professional qualifications, including, but not limited to: certification, training, overall teaching experience and years of teaching experience in the affected subject and/or grade level, the teacher applying from within the District is, in the judgment of the superintendent, equal to or superior to the applicant applying from outside the District, the teacher from within the District shall receive the position. Teachers who make such request prior to May 1 and who do not subsequently receive the requested transfer or change in assignment, may request in writing, and then shall receive in writing the reasons for the lack of transfer or reassignment. Teachers who desire a transfer or reassignment after May 1 of the current year may apply, within preferential consideration, for a specific vacancy.

7.4 Involuntary Transfer or Reassignment

When the superintendent determines the need to transfer or reassign teachers due to the opening or closing of a school site, or to change the number of staff at a particular site due to changes in student enrollment or changes in District program needs, the superintendent shall determine the subject area(s) and/ or grade level(s) to be affected. Once the subject area(s) or grade level(s) has been determined, properly certified and qualified volunteers will be transferred or reassigned first. If further transfers or reassignments are needed, the superintendent shall determine which teacher(s) will be transferred or reassigned after considering bona fide education needs and criteria, and comparing professional qualifications, including, but not limited to: certification, training, overall teaching experience and years of teaching experience in the affected subject

and/or grade level. If, in the judgment of the superintendent, the above criteria are equal, the teacher with the least seniority (continuous service within the District as a teacher) will be transferred or reassigned first. When an involuntary transfer or reassignment is deemed necessary by the superintendent for reasons that solely affect one teacher, that teacher may be transferred or reassigned without consideration of the criteria listed above. Teachers who are involuntarily transferred or reassigned for any reason shall be notified of such transfer or reassignment in a meeting with the superintendent (or his/her designee), and may request in writing, and then shall receive in writing the reasons for the transfer or reassignment.

ARTICLE VIII TEACHER RIGHTS AND RESPONSIBILITIES

8.1 POLICY

The rights of teachers shall be no less than those afforded to any citizen. Nothing contained herein shall be construed to deny or to restrict any teacher of such rights.

8.2 POLITICAL ACTIVITY

Each teacher is free to exercise his/her rights and fulfill his/ her responsibilities as a citizen by participating in political parties, belonging to the party of his/her choice, seeking support in the community on political issues, becoming a candidate for public office, and holding such office. The teacher shall be entitled to full rights of citizenship and no religious, political or personal activities, unrelated to the performance of professional services of any teacher or the lack thereof shall be grounds for any discipline or discrimination.

8.3 DISCRIMINATION

The provisions of this contract shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.

8.4 EMPLOYMENT STATUS

The exercise of his/her rights in this Contract by a teacher shall not prejudice any action that the board might otherwise take regarding his/her employment status.

8.5 SUSPENSION, DEMOTION, OR DISCHARGE

A teacher shall have fair and equal treatment by the administration and shall not be suspended, demoted or discharged without due process. A teacher for whom such action is contemplated shall be notified in writing of the reasons for the action. However, this section shall not apply to the termination of an extra duty assignment nor to the suspension of a teacher under Title 70 O.S. §6-101.29.

Prior to any teacher being recommended for nonrenewal or termination for reasons related to teaching performance, the teacher shall receive a minimum of one (1) classroom observation of at least one (1) class period at the high school and middle school levels and forty-five (45) minutes at the elementary school level.

8.6 OPEN RECORDS ACT

Any employee, as a member of the public, can inspect and/or obtain copies of Board minutes, agendas, financial records, revenue and expenditure reports, or any other record deemed open to the public under the Oklahoma Open Record Act (Section 765-782-1).

8.7 SPECIAL DISCLOSURES

The opportunity for teacher to respond appropriately to students with medical, physical, and emotional conditions requires prior disclosure and recommended treatment of said conditions. A teacher shall be notified as soon as such conditions are known where permissible by law.

ARTICLE IX LEAVES

9.1 SICK LEAVE

Sick leave may be used for personal illness, pregnancy illness, accidental injury, or illness in the immediate family (spouse, children, parents and corresponding relationships by marriage, and any person residing in the home of the teacher for whom the teacher has custodial care), without loss of salary. Each teacher shall be entitled to fifteen (15) sick leave days per contract year, accumulating to one hundred twenty (120) days. Part time teachers and teachers employed after the first contract day will have his or her entitlement to sick leave prorated.

Qualified teachers are entitled to the benefits of the Family and Medical Leave Act of 1993 (the “FMLA”). The Board of Education policy related to the FMLA is incorporated by reference in this Agreement. Under the FMLA an eligible teacher who meets the Act’s requirements may be granted a total of twelve (12) weeks of unpaid family leave and paid sick, vacation and personal leave combined (during any year as defined below) for several reasons, including to care for a spouse, child or parent with a serious health condition and for a serious health condition of the teacher that makes the teacher unable to perform his or her job functions. The term “serious health condition” means one, which requires either in-patient care, or continuing treatment by a health care provider. This term is intended to cover conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis, or for more than just a few days. A “serious health condition” does not mean short-term conditions for which treatment and recovery are very brief. Such conditions would normally be covered by the District’s sick leave policies.

9.2 EMERGENCY LEAVE

Teachers shall be entitled to one (1) non-accumulative emergency day per contract year.

An emergency is hereby defined as absence from assigned duty due to unforeseen conditions beyond the teacher’s control.

No salary deductions will be charged for emergency leave when such emergency leave is approved by the Assistant Superintendent.

It is the teacher’s responsibility to notify the proper administrator when the teacher becomes aware that the emergency exists.

9.3 PERSONAL LEAVE

Four (4) days per year, non-accumulative may be used for personal reasons. Teachers shall earn these days in the following manner:

- A. Experience level 0-7 years in the Shawnee Public Schools shall be entitled to one (1) personal day with no deduction and three (3) with only the cost of a substitute deducted.
- B. Experience level 8-15 years in the Shawnee Public Schools shall be entitled to two (2) personal days with no deductions and two (2) with only the cost of a substitute deducted.
- C. Experience level 16 years to retirement in the Shawnee Public Schools shall be entitled to three (3) personal days with no deductions and one (1) with only the cost of a substitute deducted.
- D. At the end of the school year, unused paid days of personal leave shall be rolled into and become a part of the teacher’s accumulated sick leave and shall be used in the same manner as accumulated sick leave.
- E. To assist the District with the securing of substitutes, teachers should request personal leave at least ten (10) days in advance if possible. Teachers will be notified within four (4) days of the request if possible of the decision on leave approval.

9.4 MATERNITY LEAVE

A teacher who is pregnant may continue her duties until, in the opinion of the teacher’s physician and the teacher, she is no longer able to perform her professional duties. The teacher shall give notice in writing to the Board of Education at least thirty (30) days prior to the time she intends to cease her teacher duties. This notice shall state whether or not she intends to return to the District after the child is born and state when the teacher intends to return.

Up to twelve (12) weeks of sick leave may be used for maternity leave during the contract year. This should be viewed in connection with other leave provisions and particularly in connection with the FMLA policy of the Board which provides each teacher up to twelve (12) weeks of combined paid and unpaid leave for a condition specified in the FMLA. One of the conditions for which leave is available is for the birth of a child and to care for such child, or placement for adoption or foster care of a child. Consequently, if twelve (12) weeks of leave (including paid leave) is used in connection with the birth or care of a child, the teacher would be ineligible for leave in connection with his or her own serious illness or to care for a spouse, child or parent with a serious health condition. Whether unpaid extended leave is available must be determined by reference to the extended leave provision of the contract.

Sick leave for maternity reasons shall be used only for contracted days. Sick leave for maternity reasons shall not be granted for the summer months when the teacher does not have to miss work. A teacher who gives notice that she desires to return to the District must reaffirm that intent by giving written notice to the Board of Education within forty-five (45) days after the child’s birth.

At the time of her return, the teacher will be assigned to the same position which she held when her maternity leave commenced if the leave does not exceed authorized leave. This guaranteed assignment will remain in

effect if medical complications develop until all sick leave is exhausted or for a maximum of one hundred twenty (120) days. Any request for maternity leave for medical reasons beyond six (6) weeks must be documented by the teacher's physician.

The teacher will not be guaranteed the same position when she returns if the maternity leave exceeds the above provisions, but an equivalent position for which she is qualified.

9.5 MILITARY LEAVE

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

9.6 LEAVE RESULTING FROM JURY DUTY OR IN RESPONSE TO SUBPOENA

Teachers shall be granted leave for jury service or as a witness subpoenaed in a criminal, civil or juvenile proceeding. The District shall pay full contract salary to said personnel during such service. Any money earned during jury duty shall be endorsed back to the District.

Any teacher claiming leave as a result of his or her receipt of a subpoena shall be responsible for presenting a copy of the subpoena to support the request for leave.

9.7 MISCELLANEOUS

A teacher who is absent for reasons other than those permitted by this policy shall have deducted from his or her salary an amount equal to the daily rate of pay based on contract days of his or her salary, depending upon the months of service during the school year, for each day of absence.

The Superintendent or a delegated authority may authorize temporary leave for any other purpose not expressly identified above. Such authorization shall be in writing and shall specify the leave as chargeable or non-chargeable.

9.8 EXTENDED LEAVE

For the purpose of academic study, serious illness as defined by the FMLA, maternity, paternity, or adoption, a career teacher shall be entitled to a leave of absence for one (1) school year, without loss of accumulated sick leave, tenure, or other accumulated benefits.

Serious illness is defined in the FMLA and the definition has been included in the provision of this contract relating to sick leave. The extended leave provision contemplates the availability of extended leave in the event of the serious illness of the teacher. The FMLA would allow a teacher to take a maximum of twelve (12) weeks of leave to care for a spouse, child or parent with a serious health condition.

The teacher who is on a leave of absence does not lose accumulated sick leave, tenure, or other accumulated benefits. Likewise, the teacher who is on a leave of absence for a year does not gain sick leave or other accumulated benefits while on a leave. Extended leave, except as it relates to FMLA leave, shall be available to a qualifying individual one time during his or her employment by the District.

On or before March 31 during the year of the Extended Leave, the teacher shall notify the District in writing of the teacher's intent to either return to duty at the start of the next school year, or to resign the teacher's position.

9.9 FAMILY AND MEDICAL LEAVE ACT OF 1993

There are several provisions within the Master Contract which are affected by the Family and Medical Leave Act ("FMLA" or "Act"). The Board and the SACT each acknowledge that the School District is bound by the requirements of the FMLA. The Master Contract and the Board's policy regarding FMLA shall be consulted in connection with questions related to a request for leave that is covered by the Act.

Questions regarding the interpretation, administration, and application of the Act to eligible teachers shall be resolved by reliance on the FMLA and its interpretive regulations. The definitions included in the FMLA related to serious health condition, immediate family and similar concepts, when they relate to leave, shall control in all matters involving an individual's right to leave.

The FMLA provides that all eligible teachers who meet the requirements of the Act may be granted a total of twelve (12) weeks of unpaid family leave and paid sick, vacation and personal leave combined for the following reasons:

- 1) For the birth of a child and to care for such child, or placement for adoption or foster care of a child;

- 2) To care for a spouse, child or parent with a serious health condition; or
- 3) For a serious health condition of the teacher that makes the teacher unable to perform his or her job functions. The term “year” shall be defined as a rolling twelve (12)-month period measured backward from the date a teacher uses any leave.

A teacher is eligible for FMLA leave only if employed: at least twelve (12) months with the Shawnee Public School District, and for at least 1,250 hours of service during the twelve (12)-month period before the leave is requested. FMLA leave shall be integrated with other paid and unpaid leave to which the teacher is entitled. This means that a teacher shall utilize his or her paid sick, vacation and personal leave before being placed on unpaid FMLA leave. In those instances in which an individual qualifies for an extended leave for a reason other than academic study, any period of unpaid leave shall be counted toward fulfillment of the one-year extended leave. Extended leave shall be available to individuals covered by this agreement one time only.

Where a teacher’s spouse is also employed by the District, the total number of work weeks of the FMLA leave to which both spouses are entitled is limited to twelve (12) work weeks during a year if such leave is for the birth of a child or to care for a child or for placement for adoption or foster care of a child.

9.10 ASSOCIATION LEAVE

Fifty (50) days will be available to the Association of Classroom Teachers for member attendance at professional meetings or conferences, provided that no one (1) teacher may utilize more than twelve (12) days of Association leave in any school year. Written request to utilize these days must be given by the Association President to the Superintendent at least five (5) working days prior to the time the leave is requested. The cost necessary to pay a substitute will be paid by the Association of Classroom Teachers unless the leave is approved by the Superintendent as being primarily of benefit to the District.

9.11 BEREAVEMENT LEAVE

Five (5) days bereavement leave shall be granted to each teacher during the school year. These days are not chargeable to any other leave and are non- accumulative. Such days may be used for death of spouse, children, parents, siblings, grand parents, grand children and corresponding relationships by marriage, and any person residing in the home of the teacher for whom the teacher has custodial care. The teacher’s principal must be notified as soon as the teacher knows the bereavement leave is to be used. Three (3) days may be used to attend the funeral of persons other than those mentioned above.

9.12 WORKERS’ COMPENSATION

Each teacher covered by this Agreement will have rights in connection with a work-related injury as are required by applicable law. The District shall permit a teacher who is injured on the job and covered by Workers’ Compensation Insurance to supplement his or her temporary total disability benefits with the teacher’s accumulated sick or personal leave. In order to supplement leave, the teacher or the teacher’s personal representative must advise the District of a decision to supplement leave within seven (7) days of the teacher’s notice of receipt of temporary total disability benefits. A teacher or his/her personal representative may alter an election no more than once every three (3) months. The teacher or his/her personal representative is responsible for notifying the Business Office of a decision to modify a prior election. That decision must be communicated to the Business Office in writing at least ten (10) days prior to the effective date of the new election. The election will not be effective unless the District has received the required written notification of election within the time frame outlined in this section.

The District will provide a form to the teacher or the teacher’s personal representative for purposes of making an election. If an teacher fails to make an election, the District shall not supplement Workers’ Compensation benefits with accumulated sick or personal leave. Under no circumstances may the combination of Workers’ Compensation and accumulated sick leave exceed the teacher’s regular salary.

9.13 REQUEST FOR DOCUMENTATION

The Board of Education reserves the right to require documentation for leave requested. Accordingly, the District may require documentation applicable to a request for use of sick leave, extended leave, family and medical leave, maternity leave, military leave, jury duty, association leave, and any other leave that may be permitted under the collective bargaining agreement. The only exception is that the District shall not require an individual to document the basis for use of personal leave.

MEMORANDUM OF UNDERSTANDING

The Board bargaining team and the SACT bargaining team recognize that use of leave by teachers and the cost of hiring substitute teachers are related costs.

The teams desire to explore methods, including incentives of increasing teacher attendance and reducing the number of substitutes that must be hired.

To this end the teams agree to meet on or before November 18, 2015 to discuss options and may make a recommendation to the Board at the January 11, 2016 budget review meeting of the Board and SACT teams.

ARTICLE X SUBSTITUTES

10.1 TEACHER REQUESTS

The Board hereby recognizes that when a regularly assigned teacher cannot meet his/her classes it is essential to the educational welfare of the students that the vacancy be filled with the most qualified substitute available. Reasonable effort will be made to honor requests for specific qualified substitutes.

10.2 TEACHER RESPONSIBILITY

The teacher shall have available for the substitute instructional plans, roll of students, seating charts where appropriate, and materials in such condition that the substitute will have direction in his/her work.

10.3 TEACHER AS SUBSTITUTE

Except in an emergency, no regularly assigned teacher will be required to accept responsibility for another teacher's class without his/her consent.

10.4 I.E.P.

A substitute will be provided for teachers participating in Individualized Educational Program (IEP) conferences which are scheduled during class time. These conferences should be scheduled in groups to make the most effective use possible of the substitutes time. Teachers scheduling conferences and needing a substitute will give reasonable advance notice to the building principal. Substitutes will not be obtained for less than one-half (1/2) day.

ARTICLE XI ASSAULT ON TEACHERS

11.1 TEACHER RESPONSIBILITY

A teacher shall report to his/her immediate supervisor or administrator all cases of assault and/or battery suffered by him/her in connection with his/her employment.

11.2 ADMINISTRATION ASSISTANCE

The Board and the Administration will provide cooperation and assistance, including providing any information in their possession, which will aid a teacher in preparing a defense to any threatened charge of assault and battery. In any case in which a teacher is involved in legal action as a defendant as a result of following Board or Administrative policy in the course of his/her employment, such action shall be immediately reported to the administration. Should the teacher request assistance in the preparation of his/her defense and/or prosecution; the Board will provide such assistance.

11.3 PHYSICAL FORCE

While in the course of his/her employment, a teacher may use reasonable physical force against a pupil to protect himself/herself, to protect other persons, to prevent the destruction of property, or prevent any illegal overt act on the part of the pupil.

11.4 LEGAL ACTION

Nothing in this contract shall be construed as limiting the right of any teacher to take any legal action he/she deems desirable.

ARTICLE XII TEACHER EVALUATION

12.1 POLICY

In the Shawnee School District evaluation is defined as a mutual endeavor among all staff members and the Board of Education to improve the quality of the educational program. The School District and the teacher jointly accept the responsibility for the improvement of efforts to educate the students in our District. All teachers are expected to perform well in relation to their job descriptions, statements of objectives and/or approved performance criteria. Evaluation is a system for documenting the criteria and evidence of achievement by the teacher.

The performance of all teachers will be evaluated using the criteria submitted through negotiations and approved by the Board. The Board has designated the Tulsa Model of the Teacher and Leader Effectiveness system (Tulsa/TLE) as the official evaluation model for the District. Each evaluation shall be based upon the formative observations of the person being evaluated while performing his/her job function and other personal knowledge of the teacher's performance collected by the evaluator. Teachers will be evaluated by the certified administrative personnel as provided by 70 O.S. §6-102.3.

Every probationary teacher will be evaluated at least twice each year, once during the first semester and once during the second semester, prior to April 30. Every career teacher shall be evaluated at least once each year, prior to April 30.

All teachers will have access to the Tulsa/TLE evaluation handbook containing the approved evaluation policy, procedures, criteria, and instruments to be used through the Tulsa Public Schools and State Department of Education websites. Summative evaluation reports will be completed on the approved evaluation form and be followed by a conference between evaluator and teacher. The form will be signed by both, and a true copy given to the teacher. If the evaluator finds any indicator of, Needs Improvement or Ineffective, a Personal Development Plan will be developed by the evaluator and teacher. The plan will include a statement indicating how the evaluator will assist with the improvement efforts, and a statement by the teacher indicating specific steps he or she will take to improve. If a plan has been developed, the degree to which the teacher has corrected the deficiency will be noted on the plan at its conclusion.

The summative evaluation report, and plan for improvement if one is developed, will be filed in the teacher's personnel file. This file is confidential and access to such records shall comply with State and Federal Privacy Acts. Except by order of a court of competent jurisdiction, the file shall be available only to the evaluated teacher, the Board of Education, the administrative staff, the Board and the Administrative staff of any school to which such teacher applies for employment, the hearing panel described by 70 O.S. §6-102.3, and such persons as are specified by the teacher in writing.

Any legislative act, or court decision which makes any part of this policy unlawful will in no way make inactive the rest of this policy.

12.2 PROCEDURE

Within two (2) weeks after the beginning of each school term, the building principal or appropriate supervisor will acquaint each teacher under his/her supervision with the evaluation procedures, standards and instruments and advise each teacher as to the designated evaluator who will observe and evaluate the teacher's performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation will take place until such orientation has been completed. No evaluation based on changed items will take place until teachers are properly notified.

A new or reassigned teacher will be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification will be within two (2) weeks of the first day of the new assignment. For a teacher not assigned to a particular building, a designated administrator or certified supervisor will be responsible for notification and evaluation.

All formative observations will be conducted with the full knowledge of the teacher and should not unduly interfere with the normal teaching-learning process. Standardized Test Results of students shall not be used as an evaluation of the quality of a teacher's service for the 2012-13 school year.

Formative observations are at the discretion of the evaluator. A teacher may request a formative observation and may also request a conference to inform the evaluator of planned objectives, methods, etc. The evaluator will take into consideration unusual circumstances such as an assignment outside the teacher's area of preparation, the number of exceptional children in the class, class size, and teaching environment in determining performance standards.

After each summative evaluation conference a teacher has ten (10) working days to respond to the evaluation and this response will become a part of the permanent personnel file.

In the event a teacher feels that the procedure for evaluation has been misused or misinterpreted, the teacher may take the grievance directly to the Grievance Review Committee.

To aid in evaluation, the evaluator may maintain a cumulative folder possibly containing the following items, which shall be available for the teacher's inspection:

1. Transcripts - up-to-date
2. Observation records of the classroom teaching
3. Teacher comments
4. Lists of suggestions offered for improvement
5. Records of teacher-principal conferences
6. Anecdotal records (This may include observations not collectable in the classroom)

Complaints made against a teacher by a parent, student, or other person shall not be used in evaluating the teacher unless the complaint is called to the attention of the teacher in writing and the teacher is afforded the opportunity to answer or rebut the complaint. If the evaluator believes that a complaint may be used in a forthcoming evaluation, such complaint shall be brought to the attention of the teacher within ten (10) school days from the time the complain was lodged.

12.3 ADMONISHMENT, PURSUANT TO 70-O.S. §6-101.24

When it is necessary to admonish a teacher for a reason that may lead to non-reemployment or to dismissal, the principal or appropriate certified supervisor shall bring the matter to the attention of the teacher, in writing, and make a reasonable effort to assist the teacher to correct whatever appears to be the cause or reason for potential dismissal or non-reemployment and allow a reasonable time for improvement, which shall not exceed two (2) months (calendar days), and provide the teacher with specific assistance to improve the quality of his/her teaching and to correct deficiencies noted in the admonishment, provided the teacher agrees to accept the assistance. Such assistance will be noted in writing on the Personal Development Plan and signed copies will be retained by both parties.

12.4 PERSONNEL FILE

The School District shall maintain a personnel file for each teacher. Each teacher's personnel file will contain only the following materials:

1. All teacher evaluation reports and teacher responses as provided by the evaluation policy
2. Copies of contracts
3. Teacher Certificates/Licenses
4. Copies of official personnel action
5. Letters of commendation
6. College placement materials, including official transcripts
7. Corrections, responses, and rebuttals by the teacher
8. Other materials mutually agreed upon

Teachers may review the contents of their personnel file during normal business hours. Teachers who request a copy of the contents of their file shall receive a copy in a timely manner. The teacher shall receive the first copy of any document at no cost to the teacher. Subsequent copies shall be provided with the teacher paying the cost of reproduction in accordance with the rates established in Board policy.

The teacher's personnel file is confidential, and access to such file shall be restricted in accordance with applicable State and Federal Privacy Acts. Except by order of a court of competent jurisdiction, the file shall be available only to the teacher, the Board of Education, administrative staff, the Board and administrative staff of any school to which the teacher applies for employment and such persons as are designated in writing by the teacher.

ARTICLE XIII GRIEVANCE PROCEDURE

Purpose: The purpose of this procedure is to secure, at the lowest level, equitable solutions to the claim of the aggrieved teacher(s).

Nothing in this procedure shall preclude a teacher or group of teachers from seeking resolution to an issue not covered by this procedure through the normal administrative chain of command.

Definitions: A grievance is any alleged violation or misapplication of any Board policy, any administrative implemental procedure, rule, or regulation, or of this Agreement.

A grievant shall mean a teacher or group of teachers covered by this Agreement filing a grievance. The term "days" when used in this Article shall, except where otherwise noted, mean working school days.

Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum number of days allowed and every effort should be made to expedite the process. The time limits specified, however, may be altered by mutual agreement of the parties. Steps throughout this procedure will be followed in sequence.

Informal Procedure

The Board and the Association acknowledge that it is desirable for a teacher and his/her immediate supervisor to resolve problems through free and informal communication.

Within twenty (20) days of the knowledge of the problem that has given rise to the grievance, the teacher(s) shall meet with the immediate supervisor and attempt to resolve the problem. Persons proper to be present at this meeting shall be limited to the administrator involved and the aggrieved teacher(s).

Upon receiving a request for an informal meeting to resolve the problem, the immediate supervisor shall schedule and hold a meeting within five (5) days. Should the meeting fail to occur within the prescribed time, the teacher(s) may begin formal grievance procedure action.

If the problem is not resolved to the satisfaction of the grievant(s) by the administrator in an informal procedure, the grievance may be reduced to writing, signed by the grievant(s), and prepared for submission to the appropriate administrator at Level One. The filing of a formal Level One grievance must be done within twenty (20) days following the knowledge of the act or condition which is the basis of the grievance. No formal action may be taken before the informal meeting has been attempted.

Prior to a grievance being filed in writing to the administration at Level One, a Grievance Review Committee, established by the SACT, shall review the alleged grievance with the individual teacher(s) to determine if the matter is a viable and legitimate grievance. The Grievance Review Committee will note on the Level One form that the alleged grievance has been reviewed and whether or not the Committee approves the formal filing of the grievance.

The decision of the Grievance Review Committee is final in regard to this procedure. A formal grievance may not be filed without the approval of the Grievance Review Committee

Formal Procedure

Level One: The administrator will arrange for a meeting to take place within five (5) days after the receipt of the Level One grievance.

The administrator shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting.

Level Two:

If the grievant is not satisfied with the disposition of his/her grievance at Level One, the grievance may be appealed to the Superintendent. The Superintendent or his/her central office designee shall arrange with the grievant(s) and/or the Association for a hearing to take place within five (5) days of the receipt of the appeal. The grievant and the administration shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. If either party intends to bring legal counsel to this hearing, prior notification of at least two (2) days shall be provided to the other party.

The Superintendent or his/her central office designee shall provide the grievant and the Association with a written answer to the grievance appeal within five (5) days after the hearing. The Superintendent may also direct the parties to submit the grievance to an Alternative Solution Panel before making an appeal to the Board at Level Three. The grievant may also request the grievance to be submitted to an Alternative Solution Panel before making an appeal to the Board at Level Three.

If the grievance has not been solved by the conclusion of the Level Two hearing and either the Superintendent has directed or the grievant has request that the parties submit the grievance to the Alternative Solution Panel before making an appeal to the Board at Level Three, an Alternative Solution Panel consisting of two (2) members appointed by the administration and two members appointed by the SACT shall meet with the grievant(s) within ten (10) days of the Level Two decision in an attempt to find a solution to the grievance prior to appealing the grievance to the Board at Level Three.

Level Three:

If the decision at Level Two is unsatisfactory, the grievant shall have the right to submit the grievance to the Board of Education. Request for a hearing before the Board must be made to the President of the Board, in writing, within five (5) days after the decision has been submitted to the grievant in the Level Two process, or

if the Alternative Solution Panel was utilized by the parties, within five (5) days of the recommendation made by the Alternative Solution Panel. The President of the Board shall arrange a meeting of the Board of Education to hear the appealed grievance at its next regularly scheduled Board meeting or at a special meeting called for that purpose within a reasonable amount of time. Neither party shall be permitted to insert in the School Board proceedings any evidence or testimony which was not submitted to the other party before the completion of the Level Two hearing or, if utilized, the Alternative Solution Panel process. A decision will be rendered by the Board of Education at the close of the hearing. In addition, the Board of Education shall submit its decision, in writing, to the grievant(s) with a copy to the President of the Association within five (5) days following the close of the Board meeting at which the grievance was heard.

General Conditions

- A. All parties to a grievance are assured of freedom from restraint, coercion, discrimination, or reprisal.
- B. A grievant may be represented at all formal levels of the grievance procedure by himself, or at his/her option, by a designee of the Association.
- C. If the grievant is not represented by the Association, the Association shall have the right to be present at all formal levels of the grievance procedure.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed in separate confidential grievance file maintained by the Association and the Board and shall not be kept in the personnel file of any of the participants.
- E. Failure at any level of this procedure for a grievant to be given reply within specified time limits shall permit the grievant to immediately proceed to the next level of this procedure.
- F. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
- G. The grievant shall have the right to bring to the Level Two and Level Three grievance hearings witnesses who can provide testimony relevant to the grievance.
- H. Normally grievance proceedings will be held outside the work day, but when grievance proceedings are held during the regular work day, there will be no loss of pay for those teachers whose attendance may be required.
- I. Meetings held under this procedure shall be conducted at a mutually agreed upon time within the specified time frames and in school facilities. During the summer months, time limits set forth shall be in terms of official District work days.
- J. The Association and Administration may each have a recorder present at all formal levels.
- K. A grievance may be withdrawn by the grievant at any level without prejudice.
- L. Persons proper to be present at all formal levels of this procedure include the grievant(s); the grieving's representative, the administrator(s) named in the initial grievance, the administrator's representative, and the Association.
- M. The Association may file a grievance as the, "grievant," whenever it alleges that one (1) of its organizational rights specified in this Agreement has allegedly been violated or misapplied.
- N. A grievance arising from an action of an authority higher than the immediate supervisor shall be initiated at the Superintendent's level, beginning with an attempt at informal resolution.
- O. The Board will provide the Association with a copy of all grievances and written decisions at each level.
- P. All written decisions shall set forth reasons supporting such decisions including a response to all relief requested.
- Q. Grievance forms will be jointly developed by the Board and the Association and attached as Appendix to the Agreement.
- R. Information on grievance forms must be legible.
- S. The grievant must be present at all levels of this procedure. Failure of the grievant to attend any formal meetings or hearings, except due to an emergency situation, shall be deemed to be acceptance of the decision at the previous level.

Grievance Procedure Form & Diagram Attachment G

ARTICLE XIV REDUCTION-IN-FORCE POLICY

14.1 REDUCTION OF PROFESSIONAL STAFF WORK FORCE

The Shawnee Board of Education will have the sole responsibility for determining the need for a reduction-in-force of the teacher of the Shawnee School System. This policy is in compliance with Oklahoma Statute Section 6-101.31 of Title 70.

A teacher may be laid-off only when his/her position is eliminated as a result of a substantial reduction in the funds available to the Board, provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers, or offset by reduction in expenses other than personnel.

Teachers may be laid-off only when their positions are eliminated as a result of:

1. A significant financial deficiency of either federal, state, or local funds affecting either a specific program or the total District budget.
2. A substantial decrease of student population accompanied by evidence that an increase in student population is not imminent.
3. A program dissolution decided by a change in goals and objectives as determined by the Board of Education.
4. An increase in staffing accompanied by a negligible increase in student population as a result of School District consolidation or annexation.

The specific procedure for the implementation of reduction-in-force policy is as follows:

14.2 GENERAL GROUNDS FOR TERMINATION

Employment may be terminated when the Board decides that as a result of the reasons described above, the Board's contractual obligation to one or more teachers cannot be further met. Such a decision may be made and any resulting termination may be affected only in accordance with the procedure provided in the R.I.F. policy.

14.3 INITIAL NOTICE OF LAY-OFFS

If the Board acts to terminate a position(s) within the system the Board shall give notification of termination(s) to the teacher selected according to the approved criteria. The primary criteria for selection a teacher to be released shall be the ratings on the Tulsa/TLE calculated to the one-hundredth (1/100) percent. In the event two (2) or more teachers are equally eligible for termination based upon their Tulsa/TLE ratings, the notification of termination shall be given to the teacher having the least seniority. For the purpose of this procedure, seniority will be computed from a teacher's most recent date of hire in the local system, and will begin to accrue as of the first day of actual service in the local system.

After that teacher has been identified the following procedure may be initiated:

1. In the event a teacher eliminated through RIF is certified to hold a position other than the one (1) 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.
2. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control bumping:
 - a. Seniority in the District (as stated above).
 - b. The number of certifications held.
 - c. Total years of teaching experience.

14.4 NOTICE TO INDIVIDUAL TEACHER

After all determination selections have been exercised, the Board shall give written notice of the fact by certified mail, return receipt requested, 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 school District's record shall be deemed to be the correct address. It shall be the teacher's responsibility to see that the school or institution has his/her current address on file.

14.5 OBLIGATION WITH RESPECT TO RE-EMPLOYMENT OR OTHER EMPLOYMENT

1. Notwithstanding any other provision in this agreement, no vacancy in a bargaining unit position will be filled by the Board, and no work previously performed by teachers in the bargaining unit shall be performed by any other person, until the procedures set forth in this Article have been complied with.

2. For one (1) year after the effective date of termination pursuant to this policy's provision, the School Board shall offer to a teacher, who has at least an Effective rating, who has been terminated any position that becomes available for which he/she is both certified and qualified. There will be specific consideration given to affirmative retention of teachers representing minority groups. If several former teachers are both certified and qualified for a position, an offer will be made to the former qualified and certified teacher who had the most seniority when laid-off. The offer shall be made by certified mail, return receipt requested, and the teacher shall be notified that he/she must submit written acceptance within fifteen (15) calendar days. Acceptance shall be in writing. Failure to accept within fifteen (15) calendar days or rejection of the position eliminates all re-employment rights of the teacher.
3. A teacher who is recalled within one (1) year shall have restored all benefits accrued on the effective date of the termination, and for payroll purposes shall be given credit for all previous teaching experience.
4. A teacher who is laid-off will remain on the recall list for one (1) year after the effective date of lay-off unless the teacher:
 - a. Waives recall rights in writing.
 - b. Resigns or accepts a contract for employment with another school system, public or private.
 - c. Fails to accept recall to the position held immediately prior to lay-off or to a substantially equivalent position. The teacher may exercise one time only the rejection of an offered position if that position is one in which the teacher does not feel totally confident in assuming.

ARTICLE XV MISCELLANEOUS

15.1 SAFETY

The Board agrees to strive continually to provide working conditions free of hazards which would endanger the health, safety or well-being of teachers.

Each site shall annually establish a Safe School Committee. Legislation compelling the establishment of a Safe School Committee designates the composition of the committee which is to include an equal number of teachers, parents of children affected, and students. The purpose of the committee shall be to study and make recommendations to the school principal regarding: unsafe conditions, possible strategies for students to avoid harm at the school, student victimization, crime prevention, school violence and other issues which prohibit maintenance of a safe school.

The District and the Shawnee Association of Classroom Teachers acknowledge the importance of the SACT's involvement in the designation of teachers who shall serve on each school sites Safe School Committee. Accordingly, the parties to the Master Contract agree that the District shall designate the number of committee members, if in excess of six (6) members, which shall compose each school sites Safe School Committee. In the event of a committee composed of two (2) teachers, the Superintendent shall determine the method of selection of one teacher and the SACT shall designate the second teacher. In the event the committee is composed of three (3) teachers, the same procedure for teacher selection shall apply with the exception that the third teacher committee member shall be selected by the first two (2) teacher members selected. In the event the committee is composed of in excess of three (3) teachers, the same procedures shall apply for the selection of additional teacher members in that an even number of teacher committee members shall be selected by the Superintendent and half by the SACT. In the event of an odd number of teacher members, the first two (2) members selected shall select the additional teacher member.

15.2 SOLICITATIONS

Subscriptions, solicitations, or contributions shall not be taken for any reason in the schools, except when written approval by the Superintendent has been given. Sales representatives must show permit to principals before any teacher can be contacted for any purpose

15.3 PERSONAL APPEARANCE

The personal appearance of a teacher should reflect his/her status as a teacher.

15.4 ELEMENTARY ENROLLMENT

Teachers shall not be required to work at elementary enrollment on non-contract days.

15.5 CIVIL DISTURBANCES

Reasonable effort will be made to keep teachers informed in anticipation of, during, and after disturbances within a building.

15.6 STUDENT SUPERVISION

All school-sponsored activities shall be under teacher supervision, including school-ground activities, before and during school hours, when required. Under no conditions should a student be unsupervised.

15.7 SENIOR TRIPS

Teachers shall not be required to sponsor students on overnight trips or on school activities outside the state. However, when a teacher elects to do so, he or she shall be bound by the policies, procedures, rules and regulations of the District.

15.8 OUTSIDE SPEAKERS

The teacher should be free to utilize the services of outside speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of students. The teacher shall obtain prior written approval from the building principal and the teacher shall have the speaker check in with the principal or his/her designee upon arrival.

15.9 NEWS RELEASE

Any news related to classes or organizations shall be approved by the teacher or sponsor of that group and channeled through the building principal.

15.10 TRANSPORTATION OF STUDENTS

Teachers shall not be required to transport students to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or a condition of employment. However, a teacher may do so voluntarily with the advance approval of the building principal.

15.11 COLLECTIONS

Teachers shall not be required to collect and transmit money to be used for educational purposes. Collection and transmission of contributions to non-profit organizations shall not be the responsibility of the teachers.

15.12 MEMBERSHIPS

All teachers are encouraged to belong to departmental and professional organizations and to accept responsibilities in these organizations.

15.13 USE OF BUILDINGS

A. Meetings

Teachers have the right to reasonable use of building facilities for professional and educational meetings at reasonable times and hours when such buildings are open and the operating staff is on duty, or if other arrangements have been made in advance. Persons using the buildings will make sure of building security during the meeting and make sure the building is locked when vacating the building.

B. Instructional Preparations

Teachers shall not be denied access to classrooms or appropriate offices at reasonable times for instructional preparation.

15.14 EQUIPMENT

When not otherwise in use, teachers may also make reasonable use of office equipment (not including supplies) located in the building. Such equipment shall not be removed from the building except with advance written approval of the building principal.

The lending of any school equipment or school property for other than school use will be strictly controlled.

15.15 ANNOUNCEMENTS

Teachers have the right to request the placement of items in daily bulletins, and reasonable use of intercom equipment. The SACT President may utilize District e-mail to provide Teachers with notification of meetings. The Superintendent shall be copied on each such e-mail.

15.16 POSTING MATERIALS

Subject to reasonable regulation by the building principal, teachers have the right to post items on faculty bulletin Boards and to place items in teachers' boxes.

15.17 DISCIPLINE

The Board shall adopt a policy for the control and discipline of all children attending school in the District. At the beginning of each school year the building principal shall review District-wide and building student discipline policies and expectations with the teaching staff. Building discipline policies shall be reviewed annually prior to the end of school by the Principal and a representative committee of Teachers. (70 Okla. Stat. Sec. 6-114)

15.18 ACADEMIC FREEDOM

The Board of Education, acting in accordance with established first amendment guidelines, has and reserves the right to determine curriculum and subject matter, in the Shawnee Public Schools.

Teachers have freedom to teach and discuss controversial subjects and issues, provided the issues and subject are material to the course being instructed and provided the issues and subjects are appropriate for the maturity and educational levels of the students.

15.19 GRADING AND POWERSCHOOL

The Board of Education has and reserves the right to determine the grading scales and standards for students. A teacher is responsible for assessing the performance of students and assigning a grade appropriate to that performance. No final grade will be changed or modified without prior consultation with the classroom teacher, provided the teacher is then employed by the Board of Education.

Notice of student progress in the form of a report card shall be given to parents at the end of each grading period. A parent may receive from a teacher, upon request, a student progress report.

PowerSchool Teacher Responsibilities

Parents, staff, and students have come to rely on having up-to-date information. Because we believe that parental involvement and teacher support have a great impact on a student's success, staff members are expected to maintain, update and enter information into PowerSchool on a regular basis.

PowerSchool is used to enhance communication in our District by complementing other means of parent-teacher communication such as email, telephone calls and by providing basic information for meaningful parental conferences.

Teachers, students, and parents must proactively work together and communicate any concern or problem as soon as possible.

Posting Assignments and Grades

Assignments and/or grades should be updated weekly.

Recording Grades

Daily work and quizzes should be posted weekly. Papers and projects requiring additional time for grading should include a comment indicating timeline on grade reporting i.e. within three (3) weeks or two (2) weeks.

15.20 MISCELLANEOUS

The Board of Education shall provide a complete information packet to the SACT prior to each Board meeting.

- A. Board Meeting packets may be picked up by the Association at the same time such information is distributed to Board of Education members.
- B. An attempt will be made to notify the SACT President when a special meeting of the Board of Education is scheduled.

15.21 TEACHER MEETINGS

Except in emergency situations, the Principal will establish the schedule for regularly scheduled faculty meetings. Meetings may be rescheduled when necessary with forty-eight (48) hours advance notice. Teacher meetings such as department, grade level etc. shall be held for reasonable lengths of time, but should not cause an undue hardship on the Teacher.

15.22 MANDATORY DRUG AND ALCOHOL TESTING AND REHABILITATION

Refer to Attachment I of this Agreement for policy and procedures for Drug/Alcohol Testing and Rehabilitation.

15.23 PROFESSIONAL DEVELOPMENT COMMITTEE

A majority of the professional development membership committee shall be teachers. The teacher members shall be selected as provided by law.

15.24 TIMELINES

Unless otherwise expressed, all timeliness contained in this master contract shall be working days, not calendar days.

15.25 TEACHER WORK AREAS

Every effort shall be made to equip each building with a designated workroom for teachers that is adequate and conducive for planning and preparation.

15.26 BREAK IN SERVICE

Teachers may voluntarily terminate employment with the District, under circumstances permitted by law, or may be involuntarily terminated in accordance with legal requirements. Termination constitutes a break in service.

A person who obtains re-employment with the District does so as a new teacher.

15.27 FACULTY ADVISORY COMMITTEES

Each building shall establish a faculty advisory committee. The principal shall serve as the chair of the advisory committee, and the composition of the committee shall be the result of a joint decision involving the principal and teachers. The advisory committee should represent a cross-section of the grades and departments represented within the building. The purpose of the faculty advisory committee is to meet and make recommendations to the principal regarding long-term and short-term matters of issues affecting the school building, as well as its staff and students. To this end, the faculty advisory committee may address day-to-day issues that are thought to affect the quality of education and teacher performance and morale; the committee may also address issues related to the long-term educational needs of students as those needs relate to quality education. Furthermore, any teacher may submit matters to members of the committee for discussion and consideration.

ARTICLE XVI AUTOMATIC RENEWAL

Each and every term, condition and provision of this contract, except provisions relating to salary and fringe benefits, shall be automatically renewed for each succeeding academic year, unless either party gives written notice prior to April 15 of each year, that it desires to reopen negotiations.

Non-monetary items shall be subject to negotiations between the Shawnee Association of Classroom Teachers and the Shawnee Board of Education biannually unless the parties mutually agree to open specific non-monetary items during annual negotiations. The next negotiations on non-monetary items will be for the 2016-2017 Agreement. All monetary items shall be subject to negotiations between the two parties annually. Editorial changes will be made in the agreement as necessary to accurately reflect the intentions of the parties.

ARTICLE XVII EFFECT OF AGREEMENT

The specific provisions of this Agreement prevail over District practices and procedures and over State laws to the extent permitted by State law. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein.

Independent School District I093
Pottawatomie County, Oklahoma

Shawnee Association of Classroom Teachers

President

President

ATTEST

ATTEST

Clerk

Secretary

Date

Date

1.2 PROCEDURAL AGREEMENT

- A. Recognition
The Board agrees to recognize the Association as the exclusive representative of its members as long as it represents a majority of the teachers employed by the Shawnee School District. Upon receiving a bonafide written challenge to Association of Classroom Teachers representation, the Board and the SACT shall conduct an election in accordance with state statute.
- B. Request for Meetings
A request for meetings from the Board shall be made in writing to the Association President. The respective Chief Negotiators will establish a mutually acceptable time, place and agenda for the meetings. Either side may request negotiations for the coming year. Such requests must be made in writing by April 15. Requests shall be made either to the President of the Association or the Superintendent of Schools. Failure of either side to request negotiations by the agreed to date will result in no negotiations for the coming year.
- C. Meetings
A minimum of two (2) meetings will be held each school year between the representative of the Board and the Association for the purpose of contract negotiations. Negotiations must be completed prior to the first day of classes. Additional meetings shall be agreed upon by the chief negotiators. Nothing herein shall be construed to prohibit meetings during the school year.
These meetings will be closed to all except:
 - (1) Board and Association negotiations committee's members.
 - (2) Guests of the Association (not to exceed three per meeting) as invited by the Association Spokesperson.
 - (3) Guests of the Board (not to exceed three per meeting) as invited by the Board spokesperson.
 - (4) All visitors are to be in the role of an observer unless invited to speak by the agreement of both spokespersons. Observers are bound by this procedural agreement.
 - (5) The first negotiations meeting will not start later than June 5.
Each committee member shall be notified by his/her respective spokesperson as to the time and place of the meeting. Meetings shall be no longer than three hours unless extended by mutual agreement.
- D. Exchange of Information
The Board will provide in a timely manner any public information the Association requests.
- E. Consultants
Either party may, if it so desires, utilize the services of outside consultants. Professionals and lay representatives may be called upon to assist in the compilation of data.
- F. Team Composition and Spokesperson
The Board and the Association will appoint their respective spokespersons.
At the first meeting each year, each team will present the other team with a list of team members. Replacement will be appointed by written notice.
Bargaining sessions may be recorded by mutual agreement.
- G. Negotiated Agreements
Each team recognizes that tentative agreements are subject to approval by both the Association and the Board. As such, agreements on specific items are tentative until all negotiated items are encompassed in a total package which has been approved by both the Association and Board. Approval by the Board is defined as an official public vote which has been entered into Board minutes.
The Association President will give written notice to the Superintendent that an affirmative vote was recorded at the ratification meeting. Upon ratification by the Association, the Board at its next regular meeting shall take action on the agreement and upon approval shall implement the provision of the agreement. Both spokespersons shall sign the final agreement.
- H. Scope of Bargaining
The Board and Association agree to negotiate in good faith on items affecting wages, hours, fringe benefits and other terms and conditions of employment.
Both teams shall submit all of their proposals at the first meeting. Subsequent proposals may be submitted upon mutual agreement.
- I. Press Release
Joint press releases will be the exclusive device for public information dissemination. All releases will

be composed and approved by the spokespersons during the negotiations meetings. Such releases will be made only with the signed approval of both negotiators.

J. Savings Clause

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

K. Duration of Agreement

This agreement shall continue in effect for successive years unless written notice is given by January 15 of any year, by either party, that they wish to modify, amend or terminate this agreement. Once such notice is given, negotiations related to changes in this agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

Request for meetings from the Association shall be made in writing to the Board Chief Negotiator.

Request for meetings from the Board shall be made in writing to the Association Chief Negotiator. Within five (5) days after a request for a meeting has been received by the Chief Negotiator of the Board or the Chief Negotiator of the Association, the respective chief negotiators will establish a mutually acceptable time, place and agenda for this meeting.

L. This memorandum of agreement between the Shawnee Board of Education and the Shawnee Association of Classroom Teachers indicates a mutual desire to resolve contract differences by employing federal mediation and conciliatory services. Therefore, the following language shall be added through the procedural agreement. If negotiations are not successful, and agreement cannot be reached, then either party may request the services prior to fact finding.

ATTACHMENT B

**SHAWNEE PUBLIC SCHOOLS
BASE SALARY SCHEDULE
2015-16 FY**

STEP	BA	BA+16	MA	MA+16	DOCTORATE/ MA+32
0	31,827.00	31,922.00	32,815.00	33,396.00	34,082.00
1	32,227.00	32,347.00	33,265.00	33,871.00	34,582.00
2	33,316.00	33,436.00	34,346.00	34,765.00	35,398.00
3	33,716.00	33,836.00	34,746.00	35,165.00	35,798.00
4	34,116.00	34,236.00	35,146.00	35,565.00	36,198.00
5	34,516.00	34,636.00	35,546.00	35,965.00	36,698.00
6	34,916.00	35,036.00	35,946.00	36,365.00	37,248.00
7	35,316.00	35,436.00	36,346.00	36,865.00	37,798.00
8	35,716.00	35,836.00	36,746.00	37,365.00	38,348.00
9	36,116.00	36,236.00	37,146.00	37,965.00	38,948.00
10	36,516.00	36,636.00	37,546.00	38,565.00	39,548.00
11	36,916.00	37,136.00	38,046.00	39,165.00	40,148.00
12	37,316.00	37,686.00	38,646.00	39,765.00	40,798.00
13	37,716.00	38,286.00	39,246.00	40,365.00	41,498.00
14	38,116.00	38,886.00	39,896.00	41,065.00	42,198.00
15	38,516.00	39,536.00	40,546.00	41,765.00	42,898.00
16	38,916.00	40,186.00	41,246.00	42,465.00	43,648.00
17	39,616.00	40,836.00	41,946.00	43,165.00	44,398.00
18	40,016.00	41,586.00	42,646.00	43,915.00	45,198.00
19	40,416.00	41,986.00	43,446.00	44,715.00	45,998.00
20	40,816.00	42,636.00	44,096.00	45,465.00	46,798.00
21	41,216.00	43,061.00	44,546.00	45,940.00	47,598.00
22	41,616.00	43,486.00	44,996.00	46,415.00	48,098.00
23	42,016.00	43,911.00	45,446.00	46,890.00	48,598.00
24	42,416.00	44,336.00	45,896.00	47,365.00	49,098.00
25	42,816.00	44,761.00	46,346.00	47,840.00	49,598.00
26	43,216.00	45,186.00	46,796.00	48,315.00	50,098.00
27	43,616.00	45,611.00	47,246.00	48,790.00	50,598.00
28	44,016.00	46,036.00	47,696.00	49,265.00	51,098.00
29	44,416.00	46,461.00	48,146.00	49,740.00	51,598.00
30	44,816.00	46,886.00	48,596.00	50,215.00	52,098.00
31		47,311.00	49,046.00	50,690.00	52,598.00
32			49,496.00	51,165.00	53,098.00
33				51,640.00	53,598.00

NOTE 1

The above salary schedule continues to include \$1,700.00 (\$141.66 x 12), which may be used for additional health coverage or benefits allowable through the District's Section 125 Cafeteria Plan.

NOTE 2

In addition to the amounts shown above, all teachers enrolled in the District's Health Insurance Plan shall receive a State Flexible Benefit Allowance (FBA) payment as required by state law. Professional educators not enrolled in the District's Health Insurance Plan shall receive only a State FBA payment of \$69.71 per month.

PROFESSIONAL CONTRACT

THIS AGREEMENT is made and entered into by and between THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 93, Shawnee, Oklahoma, and _____, a legally certified teacher.

WHEREAS, the teacher has therefore filed an application for employment with the school and warrants that the statements entered therein are true and correct; and

WHEREAS, the teacher is a holder of a valid Teaching Certificate issued or recognized by the State Board of Education, authorizing him or her to teach in the public schools of the State of Oklahoma.

IT IS THEREFORE MUTUALLY AGREED between the parties that the Board of Education hereby employs _____ as a teacher for the assigned position of _____ for Shawnee Public Schools. Duties to begin on _____, at a salary of _____ to be paid in twelve (12) monthly payments as prescribed by laws.

IT IS FURTHER AGREED that the assignment above stated shall be for a one (1) year term and is not extended by operation of law.

IT IS FURTHER AGREED that the teacher may be assigned to a position other than the above at the beginning of the school year for sound education-related needs of the District, as may be done also for like reasons during the school year. Notwithstanding the above language, with regard to teacher assignment, Article VII, Teacher Transfer and Assignment shall govern the rights of the parties.

IT IS FURTHER AGREED that the teacher may be assigned to a position other than the above at the beginning of the school year for sound education-related needs of the District, as may be done also for like reasons during the school year. Notwithstanding the above language, with regard to teacher assignment, Article VII, Teacher Transfer and Assignment shall govern the rights of the parties.

IT IS FURTHER AGREED that the teacher shall comply with all rules and regulations of the Board of Education which are made a part hereof by reference; shall perform faithfully and satisfactorily all teaching duties which may be assigned to him or her for which he or she is qualified; and shall observe and comply with the provisions of the Oklahoma School Code, all of which is made a part hereof by reference.

IT IS FURTHER AGREED that this contract may be canceled by either Party upon either Party's failure to comply fully with the terms hereof, or by operation of law, and that neither the Board of Education nor any individual member thereof shall be liable for any amount of difference between the amount of the Contract and the amount of the Estimate made and approved by the Pottawatomie County Excise Board.

Dated _____

Dated _____

THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 93, Shawnee, Oklahoma

ATTEST:

By _____
President

Clerk

Teacher

**EXTRA DUTY SCHEDULE
2015-2016**

POSITION	EXTRA
Community Coordinator	1000.00
Mentor Teacher	500.00
DEEP	622.00
 HIGH SCHOOL	
Counselor (12 th Grade)	1000.00
Counselor (9 th Grade)	1500.00
Competitive Academic Coach	2000.00
Teens Against Drugs Sponsor	500.00
Band: Director	6,500.00
Assistant Director	1,900.00
Flag Corp	1,300.00
Drum Corp	1,300.00
Orchestra/Vocal Music (includes musical production)	4,000.00
Speech-Debate	2,500.00
Drama	3,000.00
Class Sponsors Senior, Sophomore, Freshman	800.00
Junior	900.00
Yearbook	2,000.00
Wolves Journal	1,500.00
Cheerleaders (10 th through 12 th)	2,500.00
Freshman	1,900.00
Student Council	800.00
Mat Maids	1,600.00
Pom Pon Sponsor	2,500.00
UMD (United Minority Development)	600.00
National Honor Society	400.00
Department Heads (Business/Vocational, Electives, English, Math, Science, Social Studies, Special Ed.)	800.00
Technology Peer Support	1,250.00
 MIDDLE SCHOOL	
Archery	250.00
Competitive Academic Coach	1,900.00
Teens Against Drugs Sponsor	500.00
Band	1,800.00
Speech-Drama-Debate	1,500.00
Student Council	800.00
National Honor Society	400.00
Cheerleader Sponsor	2,000.00
Yearbook	1,000.00
Cubs Newspaper	600.00
Team Leaders 6 th , 7 th , 8 th Grade	800.00
Team Leader Exploratory/Activity Block	800.00
Team Leader Special Education	800.00
Pep Club	1,100.00
Mat Maids	1,200.00
WEB Master	800.00
Technology Peer Support	1,250.00
Vocal Music	800.00
Department Heads (English, Math, Science, Social Studies)	800.00

ELEMENTARY

Grade Level Chairperson (PK, K, 1, 2, 3, 4, 5, & Fine Arts)	600.00
Lunch Room Supervisor	1,000.00
Playground Supervisor	1,000.00
Technology Peer Support	1,100.00
Elementary Music	500.00
GT Coordinator	700.00

SUMMER INSTRUMENTAL, PROGRAM:

Band (2 week, 3hrs. per day)	800.00
Orchestra (2 weeks, 3hrs. per day)	600.00

IN THOSE INSTANCES WHERE A DECISION IS MADE AND APPROVED TO SHARE AN EXTRA DUTY, THE AMOUNT INDICATED FOR THE EXTRA DUTY IS THE TOTAL AMOUNT THAT WILL BE ALLOCATED REGARDLESS OF THE NUMBER OF PEOPLE PERFORMING THE DUTY.

ATHLETICS

Middle School Activities Director	3,000.00
Middle School Athletic Trainer	2,500.00
Athletic Trainer	6,500.00

BASEBALL

Head High School	6,500.00
Assistant High School	2,900.00
Junior Varsity	2,500.00
Head Freshman	2,500.00
Head <i>Middle School</i>	1,900.00
Assistant <i>Middle School</i>	1,700.00

BASKETBALL BOYS

Head High School	6,500.00
Assistant High School	2,900.00
Head Freshman	2,500.00
Assistant Freshman	1,600.00
Head Middle School	1,900.00
Assistant Middle School	1,700.00

BASKETBALL GIRLS

Head High School	6,500.00
Assistant High School	2,900.00
Head Freshman	2,500.00
Assistant Freshman	1,600.00
Head Middle School	1,900.00
Assistant Middle School	1,700.00

CROSS COUNTRY

Head High School Boys	3,250.00
Head High School Girls	3,250.00
Assistant High School	1,500.00
Head Middle School	1,600.00
Assistant Middle School	1,000.00

FOOTBALL

Head High School	8,500.00
Assistant High School	3,600.00
Head Freshman	2,800.00
Assistant Freshman	2,000.00
Head Middle School	2,000.00
Assistant Middle School	1,900.00

GOLF

Head High School Boys	3,250.00
Head High School Girls	3,250.00
Head 9 th Boys & Girls	1,600.00
Head Middle School Boys & Girls	1,300.00
Assistant Middle School Boys & Girls	1,200.00

SOCCER

Head High School Boys	3,250.00
Assistant High School	1,500.00
Head High School Girls	3,250.00
Assistant High School	1,500.00
Head Middle School Boys	1,200.00
Assistant Middle School Boys	1,000.00
Head Middle School Girls	1,200.00
Assistant Middle School Girls	1,000.00

SOFTBALL***FAST PITCH***

Head High School	6,500.00
Assistant High School	2,900.00
Junior Varsity	2,500.00
Head Freshman	2,500.00
Head Middle School	1,900.00
Assistant Middle School	1,700.00

SWIMMING

Head High School	3,250.00
Assistant High School	1,500.00

TENNIS

Head High School Boys	3,250.00
Assistant High School Boys	1,500.00
Head High School Girls	3,250.00
Assistant High School Girls	1,500.00
Head Middle School Boys & Girls	2,500.00
Assistant Middle School Boys & Girls	1,700.00

TRACK

Head High School Boys	3,500.00
Assistant High School Boys	2,300.00
Head High School Girls	3,500.00
Assistant High School Girls	2,300.00
Head Middle School Boys & Girls	2,500.00
Assistant Middle School Boys & Girls	1,700.00

VOLLEYBALL

Head High School	3,250.00
Assistant High School	1,500.00
Head Freshman	1,500.00
Head Middle School	1,200.00
Assistant Middle School	1,000.00

WRESTLING

Head High School	6,500.00
Assistant High School	2,900.00
Head Middle School	2,500.00
Assistant Middle School	1,700.00

This memorandum is between the SACT and the Superintendent.

Currently employed teachers who have been receiving a Field Maintenance extra duty stipend shall continue to receive the annual stipend for as long as they remain employed as teachers and assigned field maintenance responsibilities.

Signatures:

Shawnee Association of Classroom Teachers

Date

Shawnee Public Schools Superintendent

Date

**SHAWNEE PUBLIC SCHOOLS
CERTIFIED EMPLOYEE
EXTRA DUTY ASSIGNMENT CONTRACT**

This Extra Duty Assignment Contract is made between _____, an employee of Independent School District No. 93 of Pottawatomie County, Oklahoma ("District") and the District for the _____ school year.

Employee and District agree:

1. District assigns to Employee, in addition to Employee's regular duties, the following extra duty assignment or assignments: _____

_____ and Employee accepts said extra duty assignment(s).

2. For the performance of said extra duty or duties, District agrees to pay Employee the total annual sum of _____, said amount to be prorated over the period of the Employee's regular contract and to be paid with and in addition to Employee's regular salary.

3. The District reserves the right to terminate this extra duty assignment at any time without cause as long as the employee is notified of the termination of the assignment by the Superintendent and the Superintendent has obtained the approval of the Board to terminate the assignment. This termination of an extra duty assignment without cause shall not affect the employee's receipt of compensation for the current term of the extra duty contract.

4. The District reserves the right to terminate this extra duty assignment at any time with cause for the termination of the assignment as long as the employee is notified of the termination of the assignment by the Superintendent and notified of the cause which is the basis for the termination of the assignment. The Superintendent must receive the approval of the Board to terminate the assignment with cause. In the event of the Superintendent's termination of the assignment for cause, the stipend applicable to the assignment shall also terminate immediately upon the Superintendent's notice.

5. With written permission of the District, Employee shall have the right to terminate this contract at any time by thirty (30) calendar days written notice to District. In such event, Employee's compensation for the extra duty assignment shall be limited to the employee's pro-rata share of the stipend based on the number of days included within the extra duty obligation which is determined by the number of work days which comprise the season for the sport or sports. The employee would receive no compensation for a sport not in season. The employee must refund to the District any overpayment received by the employee in connection with any assignment or assignments.

6. If not terminated earlier, this extra duty assignment shall terminate at the end of the school year for which this agreement is made. Renewal of Employee's regular teaching contract shall not automatically renew this extra duty assignment contract. This extra duty assignment contract shall be renewed for the next school year only if Employee and District enter into a new written extra duty assignment contract for the next school year.

Executed this date: _____

_____ "Employee"

INDEPENDENT SCHOOL DISTRICT I-093 OF POTTAWATOMIE COUNTY, OKLAHOMA

ATTEST BY:

Board Clerk

Board President "District"

EVALUATION TIMELINE

- | | | |
|-----|--|--|
| 1. | Within two (2) weeks after beginning of school | Orientation to evaluation procedure |
| 2. | Within two (2) weeks of first day of new assignment | Notification of identity of evaluator if other than the building principal |
| 3. | Prior to the end of the first semester | First evaluation for probationary teachers |
| 4. | Prior to April 30 | Second evaluation for probationary teachers; evaluation of career teachers |
| 5. | Within two weeks of an evaluation | The teacher may respond to the evaluation and/or may request a review of the evaluation by another administrator |
| 6. | If PDP is developed | Teachers will make improvements within time provided in the PDP |
| 7. | If teacher is admonished | Teacher will make improvements within time provided in the admonishment |
| 8. | Per State law | Teachers must be notified of dismissal or non-renewal of contract. All evaluations completed. |
| 9. | Within ten (10) days of non-renewal/dismissal notice | The teacher must notify the Board of Education Clerk in writing if he/she wants a hearing |
| 10. | Per State law | Teachers must notify the Board in writing of resignations |

**SHAWNEE ASSOCIATION OF CLASSROOM TEACHERS
GRIEVANCE FORM**

CITATION OF NEGOTIATED AGREEMENT ARTICLE(S) AND/OR SECTION(S), SPECIFIC BOARD POLICY, OR ADMINISTRATIVE RULE OR REGULATION ALLEGED TO HAVE BEEN VIOLATED _____

NAME OF GRIEVANT(S) _____

BUILDING _____

ASSIGNMENT _____

DATE FILED _____

DATE INCIDENT(S) OCCURRED _____

EXPLANATION OF ALLEGED VIOLATION _____

RELIEF SOUGHT

REVIEWED ON _____ APPROVED _____ DISAPPROVED _____

SIGNATURE OF GRIEVANCE CHAIRPERSON _____

LEVEL I

SIGNATURE OF GRIEVANT _____ DATE _____

DISPOSITION BY PRINCIPAL

SIGNATURE OF PRINCIPAL _____ DATE _____

LEVEL 2

DISPOSITION BY SUPERINTENDENT

SIGNATURE OF SUPT. _____ DATE _____

DISPOSITION BY ALTERNATIVE SOLUTION PANEL

SIGNATURE OF PANEL _____

DATE _____

LEVEL 3

DISPOSITION BY BOARD OF EDUCATION

SIGNATURE OF PRESIDENT _____ DATE _____

SIGNATURE OF CLERK _____ DATE _____

DIAGRAM OF GRIEVANCE PROCESS

INFORMAL PROCEDURE

INFORMAL MEETING WITH IMMEDIATE SUPERVISOR

↓ Before filing grievance and within
5 working days of request for meeting

SACT GRIEVANCE REVIEW COMMITTEE

↓ Prior to filing of written grievance

FORMAL PROCEDURE GRIEVANCE REDUCED TO WRITING

LEVEL

↓ Within 20 days of knowledge of act or
condition which is basis for grievance

MEETING ARRANGED BY ADMINISTRATOR

↓ Within 5 days of receipt of grievance

DECISION OF ADMINISTRATOR

(Reasons Included)

↓ Within 5 days of meeting

DIAGRAM OF GRIEVANCE PROCESS

LEVEL TWO

APPEAL TO SUPERINTENDENT

↓ Hearing within 5 days of
receipt of appeal

WRITTEN DECISION BY SUPERINTENDENT

(Reasons for Decision)

↓ Within 5 days of hearing

(Optional) ALTERNATE SOLUTION PANEL

REQUESTED BY SUPERINTENDENT OR GRIEVANT

↓ Meeting within 10 days of
Superintendent's decision

LEVEL THREE

APPEAL TO BOARD OF EDUCATION

↓ Within 5 days of
Grievances receipt of
Superintendent's decision

HEARING BEFORE BOARD OF EDUCATION

↓ Within 20 days of President's receipt
of Appeal to Board

DECISION OF BOARD OF EDUCATION

↓ At close of hearing

WRITTEN COPY OF DECISION TO

GRIEVANT(S) AND SACT PRESIDENT

↓ Within 5 days of
close of hearing

Elementary Lunch Duty

To accomplish this condition of employment at the Elementary level, a combination of paid, voluntary Lunch Duty Supervisor positions, and other option developed by the Site Staff Advisory Committees will be implemented. A line item budget amount of \$10,000 will be established for the funding of lunch duty programs. These funds will be allocated equally to each site and used as follows:

- A. During pre-school orientation days, the principal and SACT representative at each site will introduce and explain the program to the teaching staff at their site.
- B. During pre-school orientation days, the principal at each site will ask for volunteers to serve as Lunch Duty Supervisor. After Labor Day, the Lunch Duty Supervisor will take over the responsibilities of lunch time supervision to include both the cafeteria and playground supervision responsibilities. A teacher accepting such assignment will receive an extra duty stipend of \$1,000 for the school year.
- C. During pre-school orientation days, the Site Advisory Committee at each site will meet to begin to plan a program of student cafeteria and playground supervision that meets the needs of the students while, to the extent possible, maximizes the amount of time teachers will have for their own personal lunch and classroom planning responsibilities. When theses Site Staff Advisory Committees meet for this purpose, additional site teacher volunteers may join the Committee. Further, each Committee shall ensure that Committee membership will include at least one (1) teacher from each grade level. When developing their site plans, the Committees will ensure that the following guidelines are followed:
 1. All teaching staff will be available for cafeteria and playground duty from the beginning of the school year through the last day of school prior to the Labor Day holiday. During this time period, a normal teacher rotation schedule will be utilized at each site. During the last two (2) weeks of the school year a normal teacher rotation schedule will be utilized unless a site has sufficient Lunch Duty Supervisors to cover all cafeteria and playground supervision responsibilities.
 2. All plans will meet the requirements of State and Federal Law and the Support Employee Negotiated Agreement.
 3. No later then two (2) weeks following pre-school orientation days, Site Committees shall forward their plans to the superintendent, including the names of the person(s) designated in the plan for payment from the sites lunch duty allocation.

Drug and Alcohol Testing and Rehabilitation

Purpose

Shawnee School District I-93, and its employees are committed to ensuring the safe and productive learning/working environment for all students and all employees. The following procedures have been established in order to address the potential adverse impact of alcohol and drugs in the work-place.

Rehabilitation Program

Alcohol and drug dependency are treatable health problems. An employee suffering from these illnesses will be given the same consideration and offer of assistance as is presently extended to employees with other illnesses.

Job Performance

Testing for Cause:

1. Each employee will receive the District's definition of "just cause".
For ongoing documentation of job performance, the documentation must be reviewed by the principals/manager's supervisor before employee is asked to submit to testing.
2. For action on impairment, the principal/supervisor can act unilaterally to require the employee to submit to a drug/alcohol test immediately. The principal/supervisor may if he/she chooses, ask his/her co-administrator or supervisor to review the documentation.
3. The employee may have a representative of his/her choosing present at any time.

Position Statement

In response to the obligation that Shawnee Public Schools has to the public, parents and employees regarding safety and the delivery of a quality educational environment, Shawnee Public Schools will not condone the following behavior:

- a) Illegally manufacturing, distributing, dispensing, possessing or using a controlled substance.
- b) Arriving to work under the influence of prescription or over the counter drugs to the extent that job performance is adversely affected.
- c) Arriving to work under the influence of alcohol or the consumption of alcohol while on duty or on District property.

1. STATEMENT OF NEED

- a) **Role Model**
Shawnee Public Schools management and teachers encourage and facilitate a drug/alcohol free lifestyle.
- b) **Public Safety**
It is the policy of Shawnee Public Schools to make every effort to provide safe transportation for its students, teachers, and to the public at large.
- c) **Work-place Safety**
It is the policy of Shawnee Public Schools to provide its teachers a safe work-place.
- d) **Fitness for Duty**
Shawnee Public Schools recognizes that the state of a teacher's health affects job performance and the quality of work performed.

2. DISTRICT ASSISTANCE

For those teachers who recognize that they have a problem, assistance through the District's teacher assistance program/ personnel office is available. This contact will be considered confidential in nature.

3. WHO WILL BE SUBJECT TO THE TESTING PROGRAM?

- a) All applicants recommended for employment will be subject to the District's drug/alcohol testing program.
- b) All teachers will be subject to the District's drug/alcohol testing program for "just cause" or rehabilitation.
- c) Employees who, because of the nature of their job, (job sensitive/safety positions) will be subject to the District's drug/alcohol testing program.

4. REASONS FOR DRUG TESTING

- a) Pre-employment testing
- b) Reasonable suspicion/"just cause" testing
- c) Anyone who transports students for school activities or school related business
- d) Return to duty testing
- e) Follow up to counseling, periodic testing or rehabilitation testing.

5. CONSENT FORM

All applicants for employment who refuse to sign consent forms when requested will not be considered for employment. Current teachers who are requested to be tested will sign a consent form.

6. SUBSTANCES FOR TESTING (Not limited to)

Examples: Marijuana
Cocaine
Opiates
Phencyclidine (PCP)
Amphetamine
Alcohol

7. TESTING PROCEDURES

- a) The teacher's specimen will be tested at a Medical Laboratory, using the NIDA test and will include screening for alcohol.
- b) The District's laboratory will test the teacher's specimen by two methods; initial screen-immunoassay screen (EMIT) and confirmatory test-gas chromatography/mass spectrometry (GC/MS).

8. REPORTING RESULTS

- a) The laboratory shall report test results to MRO.
- b) All positive test results will be reviewed by the District's MRO.
- c) Employee may request their original specimen to be retested at the teacher's expense and reviewed by the MRO.
- d) The MRO will notify teacher regarding their test results.
- e) No laboratory test results will appear in a teacher's personnel file, unless those test results lead to job action. All test results will be maintained in a secure and confidential manner.

9. TRANSPORTATION

Employees who have been directed to undergo immediate drug/alcohol screening/testing due to impairment shall be transported at District expense to the collection site.

EMPLOYEE ASSISTANCE PROGRAMS

Referral and Availability

Any teacher found to be using drugs/alcohol shall be referred to the EAP. The EAP shall be administered separately from the testing program, and shall be available to all teachers without regard to a finding of drug use. The EAP shall provide counseling or rehabilitation for all referrals, as well as education and training regarding alcohol or illegal drug use. The EAP is available not only to Shawnee Public School teachers, but, when feasible, to the families of teachers with drug problems, and to teachers with family members who have drug/alcohol related problems at their expense.

Leave Allowance

- A. The initial contact with the EAP may be taken one of two ways:
 - 1. On school time with notice to supervisor.
 - 2. To insure confidentiality the teacher must use their own time.
- B. Up to Thirty (30) days of accumulated sick leave may be used for rehabilitation for drug/alcohol dependency

SYSTEM WIDE TRAINING

Objectives

All teachers and officials have a key role in establishing and monitoring a drug-free work-place. Shawnee Public Schools shall provide training to school teachers and officials in recognizing and addressing alcohol and illegal drug use. The purpose of training is to understand:

1. Board policies relevant to a drug free work place, drug/alcohol use, and the Boards EAP;
2. How teacher performance and behavioral changes should be recognized and documented;
3. The roles of the Medical Review Officer, medical staff, supervisors, personnel, and EAP personnel;
4. The ways to use Shawnee Public Schools EAP;
5. The process of reintegrating teachers into the work-force.
6. Legal rights of the School District and the teachers.

Employee Notice of Drug Test Result

Dear _____
Employee

Recently you participated in Shawnee Public Schools drug testing program which is outlined in the District's drug/alcohol dependency policy statement. As the medical review officer for your District, I am obligated to review all positive drug test results.

Please send to me a photo copy of any prescriptions which have been given to you by your personal physician in the last thirty (30) days. Also, please ask your personal physician to complete the below information:

DATE: _____
PHYSICIAN'S NAME: _____
LICENSE NUMBER: _____ DATE: _____
SPECIALTY: _____
OFFICE TELEPHONE NUMBER: _____
MAILING ADDRESS: _____
_____, _____
CITY STATE ZIP CODE
MEDICATION PRESCRIBED: _____
DATE: _____ DOSAGE: _____
REASON FOR PRESCRIPTION: _____

Please contact the medical review officer within forty-eight (48) hours after receiving this notice (excluding Saturday or Sunday). The MRO can be reached at _____, during the hours of 8 a.m. to 5 p.m., Monday through Friday.

NOTE: Ask for the medical review officer

Please contact the medical review officer at the above telephone number in order to discuss your test results. It is your responsibility to contact the MRO within the designated time period.

Failure to call the MRO will result in the MRO contacting the designated District management official who shall direct you to contact the MRO as soon as possible.

Thank you for your cooperation.
Sincerely,

**Drug/Alcohol Dependency Screen
Employer Notification of Test Results**

This letter is to inform and verify that the applicant/teacher's drug/alcohol dependency screen is negative/positive for drug(s). Please notify the applicant/teacher regarding their test result.

Medical Review Officer

Date

**Urine Drug Test Consent and Release
of Medical Information Form**

Urine Test Consent Form

I understand that one of the components of Shawnee Public School pre-employment requirements may be an urine screen for drugs. I further understand that failure to consent to this urine drug screen will be considered withdrawal of my application for employment.

I authorize the lab to release the results of this drug screen to the authorized representative of the personnel department.

Applicant: _____ Date: _____

=====

**Consent for Release of Patient Information
During or After Treatment or Rehabilitation**

I, (Employee/Patient Name)_____, hereby consent to the disclosure of information concerning my progress in terminating drug/alcohol dependency. I authorize the (Treatment/Rehabilitation Facility) to disclose that information to (Name), of the Employee Assistance Program at (Name of Agency) and to (Name of supervisor), my supervisor and to the District's medical review official for drug use monitoring under District drug and alcohol policy, which provides for a drug-free work-place.

I understand that this consent is subject to revocation at any time, except to the extent that action has been taken in reliance thereon, and that it will expire without express revocation upon (Date, Event, Condition).

This consent to disclose the above described treatment records was freely given, without reservation, for the purpose set out above.

Signature of teacher/patient

Date consent signed

CLAUSE FOR USE IF EMPLOYEE IS A MINOR OR LEGALLY INCOMPETENT

I (Name)_____, the (parent/legal guardian or personal legal representative), of the above named teacher/patient, hereby consent to the aforementioned release of information on his/her behalf.

Signature

Date

Release Memorandum

SUBJECT: Release of Patient Information

FROM: (Program issuing disclosure)

TO: (Name or title of the person or organization requesting disclosure)

In accordance with the attached "Consent for Release of Patient Information", we have released information to you on (Patient's Name) _____.

This information has been disclosed to you from records whose confidentiality is protected by Federal law, see 42 U.S.C. 29ee-3. Federal regulations, at 42 C.F.R., Part 2, prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by those regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose.

Observed Behavior Just Cause Record Form

OBSERVED BEHAVIOR JUST CAUSE RECORD

Employee's Name Date Observed Time From _____ am/pm
Observed to _____ am/pm

Address of Incident: Street City State Zip Code

MARK ITEMS THAT APPLY AND DESCRIBE SPECIFICS

1. APPEARANCE: normal ___ sleepy ___ tremors ___ clothing ___ cleanliness ___

Description: _____

2. BEHAVIOR: normal ___ erratic ___ irritable ___ inappropriate gaiety ___ mood swings ___ lethargic ___

Description: _____

3. MOTOR SKILLS: normal ___ impaired ___

Description: _____

4. Other observations for reasonable cause: _____

WITNESSED BY

Signature Title Date Prepared Time am/pm