

**Waurika Education
Association**

And

Waurika Public Schools

Negotiated Agreement With
The Waurika Board of Education

School Year 2015-2016

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**Section I:
Article 1.**

Purpose

- 1.1.1 The Board of Education of Independent School District #23 Jefferson County, Oklahoma and the Waurika Education Association, recognize the reality of negotiations in an orderly process.

Article 2.

Recognition

- 2.1 This agreement is entered into by and between the Waurika Education Association, hereinafter termed the "Association: and Independent School District #23 of Jefferson County, Oklahoma, hereinafter termed the "Board".
- 2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees who do not hold supervisory authority with respect to other certified and licensed employees of Independent School District #23 of Jefferson County, Oklahoma. No individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative in regular negotiation sessions. Any person who desires not to be represented by any organization may state so in writing to the Board.

Article 3.

Scope of Bargaining

- 3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.
- 3.2 The Board retains and reserves unto itself without limitations, all powers, rights and authority conferred upon and vested in it by state, federal and common statutory and constitutional law.
- 3.3 The Board retains and reserves unto itself the right to make, maintain, and apply policies, rules and regulations. Such policies, rules, and regulations must not be in conflict with the negotiated agreement.
- 3.4 There shall be no negotiations on inherent managerial policy.

Article 4.

Negotiations Procedures

4.1

Negotiations Terms

4.1.1 The Board and the Association shall each designate in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. In addition, either team may submit three (3) persons as alternates. Alternates will only serve in the absence or replacement of original team members. Each party shall also designate the person on its team who will serve as spokesperson.

4.2

Opening Negotiations

4.2.1 Between April 1 and April 30 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires that there be negotiations for that year. If no such request is made during the said time period above, negotiations will not take place for the ensuing year.

4.2.2 The first negotiation session shall occur on a mutually agreeable date not more than thirty (30) days from the written request to open negotiations.

4.2.3 The Association shall submit all its negotiation proposals at the first session. The board shall submit all of its negotiation proposals at the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.2.4 "Days" as used in the agreement is defined as calendar days.

4.3

Negotiation Sessions

4.3.1 Only members of the respective negotiation teams may be present during the negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

4.3.2 No recordings or official transcripts shall be made without mutual agreement of the parties.

4.3.3 Negotiations will be conducted in regular sessions at the times, dates and places mutually agreed upon by the parties. The time, date and place of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.4 Negotiation sessions shall be scheduled at times which will not interfere with the teacher workday and the education programs of the district.

4.4 Tentative Agreement

- 4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and to counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.
- 4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of the Association for ratification and then to the Board for ratification.

Article 5. Impasse

- 5.1 If negotiations are not successfully concluded by the first day of scheduled classes of the school year, an impasse shall exist. At any earlier time, following the initial negotiation session, either party may declare an impasse. By mutual agreement of the parties, the date for declaring an impasse may be extended beyond the first day of school.
- 5.2 Within five (5) days of such declaration, the parties may, by mutual agreement, request the services of the Federal mediation and Conciliation Service.
- 5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to a fact finding committee as follows:
 - 5.3.1 A fact-finding committee consisting of three (3) members shall be formed. The Association shall select One (1) member, and the Board shall select one (1) member, within five (5) days. The first two (2) members shall select the third member as follows: each representative shall submit a list of five (5) names. If there are no names agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the other party's list. The parties will then continue alternately striking names from each other's list until only one (1) name remains. The remaining name shall be considered as the parties' selection as the third member who will be the chairperson of the fact-finding committee.
 - 5.3.2 The committee shall meet with the Board's duly designated representative and with the Association's representative for the purpose of fact finding.
 - 5.3.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being

submitted to the fact-finding committee shall show the last position taken by each negotiating team.

- 5.3.4 The cost for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, and the Association shall assume the expenses of the representative selected by the Association. The Board and the Association shall share the expenses of the third member equally.
- 5.3.5 The fact-finding committee shall have the authority to establish procedural rules, conduct investigations and hold hearings. Each party shall be given an opportunity to present its case with supporting evidence at said hearing.
- 5.3.6 All hearing by the fact-finding committee shall be held in open session.
- 5.3.7 The chairperson shall convene the committee for fact finding. The committee shall meet with the representative of both parties and, within twenty (20) days after the fact-finding hearing, shall present its written recommendation to the Board and to the Association. The report shall set forth findings of the fact-finding committee and recommendations on the issues submitted.
- 5.3.8 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiation 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 a meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representative shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

Article 6. Savings Clause

- 6.1 If any provision of this agreement shall be found contrary to law, it shall be severed from the agreement, and all other provisions or applications of the agreement shall continue in full force and effect.
- 6.2 Parties may, upon request of the Association or the Board, re-open negotiations within 30 days of such finding that a new law is in contradiction with the negotiated agreement. These negotiations are solely for the purpose of the negotiated item affected.

Article 7. Duration of Procedural Agreement

- 7.1 This procedural agreement shall continue in effect for successive fiscal year periods unless notice is given in writing, between January 1 and January 31 of any year, by either party that the party desires 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 with thirty (30) days of such notice.
- 7.2 In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on the date of such disbanding or cessation of representation.

Section II

Article 1. Qualifications, Assignments and Transfers

A. Notification of Assignment

Under normal circumstances, teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school.

In the event a change of the tentative assignment is made during the summer, the teacher shall be notified as soon as possible.

In the event of such a change, the teacher shall have an opportunity to resign without penalty if a certified and qualified person is available and acceptable to the Board.

B. Vacancies and Transfers

Notice of vacancies for certified teaching positions shall be posted on the faculty bulletin board at each school within five (5) days after the vacancy has been determined to exist. The notice shall contain information pertinent to the vacant position.

During the months of June and July, and up to one (1) week prior to the beginning of classes, vacancies shall be posted in the superintendent's office, and shall be mailed to any teacher who has provided a stamped self-addressed envelope for that purpose whenever applicable.

C. Involuntary Transfer

If it becomes necessary to involuntarily transfer or reassign a teacher, a meeting will be held between the teacher and administrator.

Section II

Article 2: Teaching Facilities

The Board shall strive to provide an adequate amount of necessary instructional equipment for each school site. Such equipment will be maintained and repaired in a manner consistent with established school needs and fiscal abilities. Teachers agree to assist the district in making every effort to keep the equipment in working order.

The Association will submit a list of teachers to the Superintendent for consideration for appointment to the local textbook committee.

Section II

Article 3: Class Size

The Board shall abide by all state and federal laws and penalties regarding class size.

Section II
Article 4:

Reduction in Force

A. Need of the School District and Students

1. When the Board determines it is necessary to reduce the total number of certified and/or probationary employees in the bargaining unit, the student and program needs of the district will be the primary criteria in establishing priorities for those to be released.
2. In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the teacher or teachers to be terminated as a result thereof. Probationary teachers will be terminated before a career teacher. A probationary teacher may be retained when a career teacher is terminated only if the career teacher is not qualified or certified to teach the position for which the probationary teacher is retained. (7-2013)

B. Non-Renewal and Displacement Sequences

A probationary teacher in an eliminated position will be released first.

2. A career teacher in an eliminated position will be released second. However, if a career teacher is certified and qualified for a position held by a probationary teacher, the career teacher will be reassigned to that position, and the probationary teacher will be displaced and released.
3. If the probationary teacher to be displaced occupies an extra duty assignment, the career teacher must be qualified and willing to accept the extra duty assignment in order for the displacement to occur. The career teacher must have on file in the Superintendent's office, at the time of the presentation of the recommendation to reduce force, with the proper certification or evidence of eligibility for such certification, in order for displacement to occur.
4. If there is more than one teacher certified and qualified to displace another teacher in accordance with the procedures in number B2 or B3 above, the following criteria, in priority order, will be used to determine which teacher will be displaced and released.

a. Certification: standard, National Board

b. Seniority: continuous teaching experience in the position to be retained.

c. Years of local district teaching experience in the position to be retained.

d. Academic degrees: doctorate, then masters, then bachelors.

e. Most current evaluation.

f. Recommendations of Principal and/or Superintendent.

C. Recall

1. Teachers who are released because of a reduction in force shall have priority recall only for the remainder of the calendar year following the RIF. Teachers will be offered re-employment in reverse order of release according to the provisions of this policy.
2. Throughout the term of the recall, released teacher will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. A teacher shall remain on the recall list unless the teacher:
 - a. Does not accept a position within ten (10) days from the mailing of notice of vacancy as provided above; or
 - b. Waives recall in writing; or
 - c. Resigns; or
 - d. Refuses to accept a position for which he/she was qualified and was offered to him/her by the district.
3. It shall be the teacher's responsibility to see that the district has his/her current address on file, and that address will be used for recall purposes.
4. A teacher reinstated will receive all accumulated leave in place at the time the reduction occurred.

Section II

Article 5: Leave Policies

A. Sick Leave

The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family. Teachers on eleven month contract will receive eleven (11) days each year, and those on twelve month contracts will receive twelve (12) days each year.

Immediate family is to be defined to mean: spouse, child, parents, siblings, mother-in-law, father-in-law, grandparents, and grandchildren.

Sick leave may be used for bereavement for a death of a member of the immediate family a maximum of five (5) days per event. Additional days may be used upon approval of the building principal.

Unused sick leave days may accumulate to a maximum of ninety (90) days. (06-2002)

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

B. Personal Business Leave

Each teacher shall be granted three (3) days of paid leave each year to conduct personal business that must be conducted at times that school is in session.

Except in emergency situations, a teacher who will be absent for reasons of personal business shall provide the administration with at least twenty-four (24) hours notice.

Except in emergency situations, the administration may deny the use of a particular personal business day if the absence on that day would cause undue hardship on the district.

Personal business leave will not be granted for social problem activities, seeking or interviewing for other employment, performing a service for compensation, or participating in entertainment, recreation, vacation, or on the day before or the day after scheduled school vacations.

At the close of each school year, each new retiree who has personal days remaining will receive payment at the rate of current substitute pay for each of the remaining days. (08-2000)

Within the first week of school, those who retained personal leave from the previous school year and will have a contract with the District for the ensuing school

year will receive payment at the rate of current substitute pay for each of the remaining days. (08-2000)

C. Professional Leave

1. Teachers may apply to the Superintendent for leave to attend professional meetings, workshops or conferences. If the leave request is granted, the teacher shall not suffer a loss in pay or accumulated leave benefits for such absence. The Board agrees to provide one (1) day professional leave to the district's teacher of the year for the purpose of attending the state teacher of the year ceremony. (08-2005)
2. The Board agrees to provide two (2) additional days of professional leave to the district's National Board Certification candidates for the purpose of preparing materials whenever needed. (08-2005)

D. Leave of Absence Without Pay

Each teacher shall be allowed two (2) days of leave each school year, which shall be without pay.

Except in emergency situations, the administration may deny the use of a particular day if the absence on that day would cause undue hardship on the district.

The Superintendent with the approval of the building Principal may grant leave of absence without pay. Teachers should give as much advance notice as possible in accordance with the circumstances.

E. Bereavement Leave

Each teacher shall be allowed up to five days leave with pay for each bereavement in the immediate family. Immediate family in this case shall include father, mother, brother, sister, grandparents, or corresponding in-laws, spouse, child or grandchild. Such leave must be approved by the principal and the superintendent. More days may be allowed as approved by the board.

One of the five days may be used to attend the funerals of non-immediate family members (aunts, uncles, cousins, friends, etc.)

Bereavement leave is non-cumulative.
(08-2014)

F. Leave Sharing Program

**WAURIKA PUBLIC SCHOOLS REGULATION
USE OF LEAVE SHARING**

This regulation implements and supports the Leave Sharing Program Policy established by the board of education.

For the purposes of this regulation, the following definitions shall apply:

"Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

"Household members" means those persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household.

"Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from as determined by the board of education.

"District employee" means a teacher or any full-time employee of this school district.

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

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

An employee may donate sick leave to another employee only pursuant to the following conditions:

1. The receiving employee or a relative or a household member of the employee must have a severe or extraordinary illness, injury, impairment, or physical or mental condition. Included within the definition of a severe or extraordinary condition is any temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.
2. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.
3. Donated sick leave will not be available until all sick leave that is available to the requesting employee is exhausted.
4. The amount of leave to be donated is within the limits set by the board, if any.

Employees may not donate excess sick leave that the donor would not be able to otherwise take.

Prior to approving donated sick leave, the requesting employee may be required to provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

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

Shared or donated sick leave may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees and its original value (based on donor's pay rate) shall be restored.

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

In case a contributor's incapacity is of such a nature that he/she cannot personally apply for a grant, the application may be submitted to the Approval Committee by an authorized agent or member of his/her family on his/her behalf.

Applicants may submit requests for extension of Leave Sharing grants before their prior grant expires. (Use regular Leave Sharing Request form accompanied by the signed Physician's Statement.)

All necessary Leave Sharing forms will be available at the Office of the Superintendent, Principals' office, or school website.

The Leave Sharing Committee shall maintain all records regarding operation of the Leave Sharing Program.

Section II

Article 6: Print and Distribution

- A. The printing and distribution of the Negotiated Agreement shall be the exclusive responsibility of the Association.
- B. Posting of the Negotiated Agreement on the school website shall be the exclusive responsibility of the Administration.
- C. Contracts for all certified personnel will be signed on or before September 1st of each school year. (08-2005)
- D. "Extra duty" contract will be signed and delivered within 30 days of Board approval. (08-2006)
- E. Signed certified contracts will be distributed by September 30th. (08-2006)

Section II

Article 7: Compensation

All teachers employed by the Waurika School System shall be paid not less than the minimum salary schedule as established by the current state law.

Teachers shall be provided credit for teaching experience in accordance with State Board of Education regulations and requirements.

Teacher Extended Salary Stipend: Each certified individual will be awarded a stipend according to the following schedule. This stipend will be paid in twelve payments and included in their monthly paychecks.

Upon completion of 26 years of teaching	\$ 332.00
Upon completion of 27 years of teaching	\$ 664.00
Upon completion of 28 years of teaching	\$ 996.00
Upon completion of 29 years of teaching	\$1328.00
Upon completion of 30 years of teaching (08-2004)	\$1660.00

A. Health Insurance

The State of Oklahoma will pay one hundred percent of the premium amount for Health Choice (HI) option for each certified individual who participates in the district's approved health insurance plan.

Each teacher who is not participating in the district's approved health insurance plan shall receive the flexible benefit allowance from the state (as long as it is state funded for non-participants) in addition to any premiums paid by the district to fulfill the insurance requirement for each participating certified individual. (08-2004)

B. Pay Warrants

Pay Warrants will be issued on or before the last working day of each month. Certified employees will have their first pay warrant issued in August. (08-2004)

C. The District will pay twelve dollars (\$12.00) per planning period to a teacher who substitutes for another teacher at the request of the building Principal.

D. Extra Duty Schedule

Assistant coaching positions will be assigned extra duty by administration as needed and compensated as stated on proposed salary schedule.

Extra duty positions will have the option to receive extra duty salary at the completion of season in one payment or prorated for the entirety of the school year. (08-2004)

Schedule following page:

D. EXTRA DUTY MINIMUM SALARY SCHEDULE

2006-2007

<u>POSITION</u>	<u>SALARY – EACH</u>
Basketball	
HS Head	\$3,600.00
HS Asst.	\$1,450.00
JH Head	\$1,450.00
JH Asst.	\$ 750.00
6 th /7 th	\$1,050.00
Baseball	
HS Head	\$2,750.00
HS Asst.	\$1,250.00
JH Head	\$1,250.00
JH Asst.	\$ 700.00
Football	
HS Head	\$3,600.00
HS Asst.	\$1,450.00
JH Head	\$1,450.00
JH Asst.	\$ 750.00
6 th /7 th	\$1,050.00
Golf	
HS Head Boys/Girls	\$ 800.00
Power Lifting	
HS Head	\$ 450.00
Softball	
HS Head (Fast-Pitch)	\$2,750.00
HS Asst. (Fast-Pitch)	\$1,250.00
JH Head (Fast-Pitch)	\$1,250.00
JH Asst. (Fast-Pitch)	\$ 700.00
HS Head (Slow-Pitch)	\$2,750.00
HS Asst. (Slow-Pitch)	\$1,250.00
JH Head (Slow-Pitch)	\$1,250.00
JH Asst. (Slow-Pitch)	\$ 700.00
Cross Country	
	\$ 800.00
Track	
HS Head	\$1,100.00
HS Asst.	\$ 550.00
JH Head	\$ 750.00
JH Asst.	\$ 550.00
6 th /7 th	\$ 650.00
Elementary Head Basketball and Track	\$2,000.00
Elementary Assistant Basketball	\$ 500.00
Elementary Assistant Track	\$ 500.00

<u>POSITION</u>	<u>SALARY - EACH</u>
Academic Coach	
HS Head (1)	\$1,000.00
HS Asst. (1)	\$ 500.00
JH Head (1)	\$ 500.00
Elementary Head (1)	\$ 300.00
Band	
Elementary (1)	\$ 700.00
HS/JH	\$3,000.00
Beta Club (1)	\$ 300.00
Cheerleading	
HS Head	\$1,200.00
JH Head	\$ 700.00
6 th /7 th	\$ 700.00
Elementary	\$ 250.00
Counselor (1)	\$3,500.00
Drama Club (1)	\$1,000.00
Drama Asst. (1)	\$ 400.00
Family, Community, Career Leaders of America	\$ 300.00
Gifted and Talented	
JH/HS Coordinator (1)	\$ 600.00
Elementary Coordinator (1)	\$ 600.00
Junior Class Permanent Sponsor (1)	\$1,200.00
Junior Class Rotating Sponsor (3 Maximum)	\$ 600.00
Librarian, Elementary and Secondary (1 each building)	\$ 550.00
Little Eagle Postal Sponsor	\$ 400.00
Math Coordinator, Elementary (1)	\$ 700.00
Math Counts Sponsor	\$ 400.00
Mock Trial Coach (1)	\$ 500.00
Mock Trial Asst. (1)	\$ 300.00
National Honor Society (1)	\$ 500.00
Newspaper, High School (1)	\$ 600.00
Oklahoma Honor Society	\$ 300.00
Robotics (1)	\$ 400.00
Scholastic Meet Coordinator, Secondary (1)	\$ 600.00
Science Club (1)	\$ 200.00
Science Fair Coordinator, Elementary (1)	\$ 350.00
Senior Class Sponsor (3 Maximum)	\$ 200.00
Speech, High School (1)	\$ 600.00
Spelling Bee	
MS (1)	\$ 100.00
Upper Elementary (1)	\$ 100.00
Lower Elementary (1)	\$ 100.00
Student Council	
HS/JH (1)	\$ 400.00
Elementary	\$ 400.00
Technology Honor Society (1)	\$ 300.00
Vocal Music, Junior High/High School Combined (1)	\$ 700.00
Yearbook Sponsor (1)	\$1,000.00

The Association's suggestions for "minimum standards" to be upheld in the following job description, subject to additional requirements by building principals and/or Board of Education.

- All Academic Coaches – Engage teams in practices and competitions *scrimmages, etc. that prepares them for playoff tournaments. Attend workshops and meetings that are designed for coaches. Attend all competitions.
- Beta Club – Host the annual homecoming dance and provide at least two community service activities per school year.
- Cheerleaders (high school) – Minimum practice time of twice per week during football season and once per week during basketball. Attend all home and away football games. Attend minimum of two scheduled basketball games per week.
- Cheerleaders (middle school) – Minimum practice time of twice per week during football and once per week during basketball. Attend all home and away football games. Attend minimum of one scheduled basketball game per week.
- Future Homemakers of America (FCCLA) – as described by the building principal.
- Gifted & Talented Coordinators – Keep records and complete all reports. Hold advisory committee meetings, attend workshops, help with testing, and be accountable for involving students in competitions and activities that build, reward, and enhance abilities. Take G/T students on educational/cultural field trips at least once per school year. Provide information (possibly in the form of in-service) for all teachers regarding G/T requirements for regular classroom enrichment, thus keeping everyone accountable.
- Junior Class Sponsor (Permanent)-Organize all duties and activities of junior class and its sponsors, and keep files and records on all revenue and expenditures.
- Junior Class Sponsor (rotating) – Work concessions, build floats, organize and decorate for prom, and work all fundraising activities for junior class.
- Mock Trial Coach – Attend coaches' meetings and workshops; complete all paper work required in entering competitions; take team members to student workshops; copy sort, assemble and distribute mock trial materials when sent to school in November; negotiate with an attorney to help and work with students; practice after school, nights, and weekends in preparation for competitions. Take team to all competitions beginning with preliminary round and through all advancements. (Scrimmages may begin in January, and competitions run from the first week in February through the second week in March.)
- National Honor Society – Identify students eligible for NHS and follow procedures for selection and induction. Host honor banquet in the spring. Provide minimum of two service-oriented projects per year.
- Science Club – Host meetings and provide and sponsor activities and assignments that enrich students' knowledge, understanding, and application of science.
- Senior Class – Attend all senior activities including, but not limited to, picture taking, ordering caps/gowns/announcements, etc.
- Spelling Bee – Practice with students and sponsor all competitions.
- Student Council – Organize and sponsor at least two community service projects per year. Represent the student body in proposals and activities that affect all students. Organize the homecoming parade; decorate for "Teacher" banquet.
- Yearbook – as described by building principal.
- Band – as described by building principal.
- Counselor – as described by building principal.

- Librarian – as described by building principal.
- Vocal Music – as described by building principal
- Science Fair Coordinator – as described by building principal
- Scholastic Meet Coordinator, Secondary – Organize interscholastic competitions for students and attend the competitions at the specific college sites.
- Drama Club – Present a minimum of one major musical or drama each school year, with the possibility of two if calendar dates and activities permit.
- Little Eagle Postal Sponsor – as described by building principal.
- Technology Honor Society – as described by building principal.
- Elementary Math Coordinator- create student records, class reports, maintain class progress charts, organize and monitor peer tutors, aid and provide teachers support materials for struggling students.

Section II

Article 8: Teacher Salary Schedule

Waurika Public Schools shall provide \$1,000.00 bonus/incentive pay annually no later than January 31st to teachers who attain National Board Certification and are a classroom teacher, counselor, or librarian employed by Waurika Public Schools on a full-time basis. (Title 70 of the Oklahoma State Statute Section 6-204.1) (08-2005)

Section II

Article 9: Payroll Deduction

- A. Upon written authorization on a form approved by the Board, members of the bargaining unit may request payroll deductions subject to the approval of the Board.

The \$40.00 annual W.E.A. dues will be deducted from each member's paycheck in two (2) deductions, one in September, and one in October.

Section II

Article 10: Savings Clause

Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part shall be deleted from the agreement, and all other provisions shall remain in full force and effect.

Section II

Article 11: School Calendar

The Association shall be used as a source of input in the planning of the school calendar. (07-1998)

A minimum of two (2) school calendars, which will be voted on by the faculty. The calendar, which has been approved by the faculty, will be sent to the Board for approval. The Board reserves the right to disapprove the calendars presented. (09-1999)

Section II

Article 12: Waurika Public School Policy Book

The Waurika Board of Education Policy Book and updates will be posted on the school's website by August 1st of each year. (06-2006)

Section III.

Article 1. Teacher Rights and Responsibilities

A. Right to Representation

When a conference between a teacher and administrator(s) is needed, the teacher and/or administrator(s) has the right to have a witness present. The request for a witness may be before or any time during the conference.

Section III.

Article 2. Preparation Time

The Board agrees to comply with Oklahoma statutes and Oklahoma State Board of Education regulations regarding the requirements for preparation time of teachers.

Section III.

Article 3. Teacher Evaluation

- A.** Evaluation of teachers shall be based upon the "Teacher and Leader Effectiveness Model".

- B.** Procedures for teacher evaluation shall in all cases be carried out in conjunction with Oklahoma statutes and Oklahoma State Department of Education regulations.

- C.** The following specific requirements will also be met:
 - 1. The principals will be responsible for evaluating each teacher assigned duties in their respective buildings. In the case of a teacher that is required to teach under the supervision of more than one principal, each principal having supervision of the teacher will do a formal evaluation in accordance with this policy.
 - 2. Career teachers, rated effective or below, will be evaluated at least once per school year, prior to April 1. (06-2001)
 - 3. Career teachers rated highly effective or superior may be evaluated every other year prior to April 1.
 - 4. Probationary teachers will be evaluated at least twice per school year, once prior to December 1, and once prior to April 1.
 - 5. A Pre-conference will be held with each teacher, at least once per year, prior to the first classroom observation. (06-2001)
 - 6. The evaluation instrument will be reviewed with the teacher prior to the first classroom observation. (06-2001)

7. A post evaluation conference will be held with the teacher within five (5) working days of the evaluation. Teachers may provide evidence to demonstrate competency in a specific domain. This meeting may be reconvened at a mutually agreed later date. (07-2013)
8. Ratings shall be Superior, Highly Effective, Effective, Needs Improvement, or Ineffective. (7-2013)
9. Within ten (10) working days after the evaluation, the person evaluated may respond and said response shall be made part of the record.
10. Each teacher shall have the right to review the contents of his/her personnel file. Any complaints directed toward a teacher, which are placed in his/her personnel file, are to be called to the attention of the teacher and the teacher shall have the right to respond. Such teacher responses shall become part of said file.

Section III.

Article 4: Grievance Procedures

A. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violations by the grievant.

B. Definitions

1. A "grievance" is a claim by a teacher or teachers that there has been a violation, misrepresentation or misapplication of the terms of this negotiated agreement that has affected that teacher or teachers.
2. The "grievant" is the teacher or teachers making the claim.
3. The "party in interest" is the teacher or teacher making the claim, or any person who might be required to take action, or against who action might be taken to resolve the claim.
4. "Days" except when otherwise indicated shall mean working days.

C. Procedure

1. Level 1

A teacher with a grievance shall first discuss the grievance individually with the principal within five (5) days of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

2. Level 2

- a. If the grievant is not satisfied with the disposition of his/her grievance at level 1, he/she may file the grievance within five (5) days of the level 1 response with the Principal citing the article and section alleged to have been violated and the specific remedy sought.
- b. The Principal shall schedule and hold a formal meeting with the grievant within ten (10) days after receipt of the written grievance and shall transmit a written decision to the grievant within ten (10) days of the meeting.

3. Level 3

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may file the grievance within five (5) days of the level 2 response with the Superintendent.
- b. The Superintendent shall schedule and hold a formal meeting with the grievant within ten (10) days after receipt of the written grievance and shall transmit a written decision to the grievant within ten (10) days of the meeting.

4. Level 4

- a. If the grievant is not satisfied with the disposition of his/her grievance at level 3, he/she may file the grievance within five (5) days of the level 3 response with the Board.
- b. The Board will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit a written decision to the grievant within ten (10) days of the meeting. The decision of the Board shall be final.

D. Right to Representation

The grievant and the administration may each be represented by a person of their own choosing, at levels 2, 3, and 4 of this procedure.

E. General Provisions

1. Decisions rendered at level 2, 3, and 4 of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
2. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified by these procedures.
3. Failure at any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
4. All meetings and hearings, with the exception of those at level 4, under this procedure, shall not be conducted in public and shall include only parties in interest and their selected representatives.
5. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.

Section III.

Article 5: Personnel Files

Personnel files will be maintained in the office of the Superintendent and the building Principal in compliance with State Department of Education regulations and requirements. Access to such files will be in compliance with the Oklahoma Open Records Act O.S. 51-24A1-24A19.

Section III.

Article 6: Work Schedule

Teacher will have grade cards prepared or posted online 2-5 working days following the end of each nine week period.

**Waurika Education
Association**

And

Waurika Public Schools

Negotiated Agreement With
The Waurika Board of Education

School Year 2014-2015

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**Section I:
Article 1.**

Purpose

- 1.1.1 The Board of Education of Independent School District #23 Jefferson County, Oklahoma and the Waurika Education Association, recognize the reality of negotiations in an orderly process.

Article 2.

Recognition

- 2.1 This agreement is entered into by and between the Waurika Education Association, hereinafter termed the "Association: and Independent School District #23 of Jefferson County, Oklahoma, hereinafter termed the "Board".
- 2.2 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees who do not hold supervisory authority with respect to other certified and licensed employees of Independent School District #23 of Jefferson County, Oklahoma. No individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative in regular negotiation sessions. Any person who desires not to be represented by any organization may state so in writing to the Board.

Article 3.

Scope of Bargaining

- 3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.
- 3.2 The Board retains and reserves unto itself without limitations, all powers, rights and authority conferred upon and vested in it by state, federal and common statutory and constitutional law.
- 3.3 The Board retains and reserves unto itself the right to make, maintain, and apply policies, rules and regulations. Such policies, rules, and regulations must not be in conflict with the negotiated agreement.
- 3.4 There shall be no negotiations on inherent managerial policy.

Article 4. Negotiations Procedures

4.1 Negotiations Terms

4.1.1 The Board and the Association shall each designate in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. In addition, either team may submit three (3) persons as alternates. Alternates will only serve in the absence or replacement of original team members. Each party shall also designate the person on its team who will serve as spokesperson.

4.2 Opening Negotiations

4.2.1 Between April 1 and April 30 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires that there be negotiations for that year. If no such request is made during the said time period above, negotiations will not take place for the ensuing year.

4.2.2 The first negotiation session shall occur on a mutually agreeable date not more than thirty (30) days from the written request to open negotiations.

4.2.3 The Association shall submit all its negotiation proposals at the first session. The board shall submit all of its negotiation proposals at the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.2.4 "Days" as used in the agreement is defined as calendar days.

4.3 Negotiation Sessions

4.3.1 Only members of the respective negotiation teams may be present during the negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

4.3.2 No recordings or official transcripts shall be made without mutual agreement of the parties.

4.3.3 Negotiations will be conducted in regular sessions at the times, dates and places mutually agreed upon by the parties. The time, date and place of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.4 Negotiation sessions shall be scheduled at times which will not interfere with the teacher workday and the education programs of the district.

4.4 Tentative Agreement

- 4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and to counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.
- 4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of the Association for ratification and then to the Board for ratification.

Article 5. Impasse

- 5.1 If negotiations are not successfully concluded by the first day of scheduled classes of the school year, an impasse shall exist. At any earlier time, following the initial negotiation session, either party may declare an impasse. By mutual agreement of the parties, the date for declaring an impasse may be extended beyond the first day of school.
- 5.2 Within five (5) days of such declaration, the parties may, by mutual agreement, request the services of the Federal mediation and Conciliation Service.
- 5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to a fact finding committee as follows:
 - 5.3.1 A fact-finding committee consisting of three (3) members shall be formed. The Association shall select One (1) member, and the Board shall select one (1) member, within five (5) days. The first two (2) members shall select the third member as follows: each representative shall submit a list of five (5) names. If there are no names agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the other party's list. The parties will then continue alternately striking names from each other's list until only one (1) name remains. The remaining name shall be considered as the parties' selection as the third member who will be the chairperson of the fact-finding committee.
 - 5.3.2 The committee shall meet with the Board's duly designated representative and with the Association's representative for the purpose of fact finding.
 - 5.3.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being

submitted to the fact-finding committee shall show the last position taken by each negotiating team.

- 5.3.4 The cost for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, and the Association shall assume the expenses of the representative selected by the Association. The Board and the Association shall share the expenses of the third member equally.
- 5.3.5 The fact-finding committee shall have the authority to establish procedural rules, conduct investigations and hold hearings. Each party shall be given an opportunity to present its case with supporting evidence at said hearing.
- 5.3.6 All hearing by the fact-finding committee shall be held in open session.
- 5.3.7 The chairperson shall convene the committee for fact finding. The committee shall meet with the representative of both parties and, within twenty (20) days after the fact-finding hearing, shall present its written recommendation to the Board and to the Association. The report shall set forth findings of the fact-finding committee and recommendations on the issues submitted.
- 5.3.8 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiation 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 a meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representative shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

Article 6.

Savings Clause

- 6.1 If any provision of this agreement shall be found contrary to law, it shall be severed from the agreement, and all other provisions or applications of the agreement shall continue in full force and effect.
- 6.2 Parties may, upon request of the Association or the Board, re-open negotiations within 30 days of such finding that a new law is in contradiction with the negotiated agreement. These negotiations are solely for the purpose of the negotiated item affected.

Article 7.

Duration of Procedural Agreement

7.1

This procedural agreement shall continue in effect for successive fiscal year periods unless notice is given in writing, between January 1 and January 31 of any year, by either party that the party desires 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 with thirty (30) days of such notice.

7.2

In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on the date of such disbanding or cessation of representation.

Section II

Article 1. Qualifications, Assignments and Transfers

A. Notification of Assignment

Under normal circumstances, teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school.

In the event a change of the tentative assignment is made during the summer, the teacher shall be notified as soon as possible.

In the event of such a change, the teacher shall have an opportunity to resign without penalty if a certified and qualified person is available and acceptable to the Board.

B. Vacancies and Transfers

Notice of vacancies for certified teaching positions shall be posted on the faculty bulletin board at each school within five (5) days after the vacancy has been determined to exist. The notice shall contain information pertinent to the vacant position.

During the months of June and July, and up to one (1) week prior to the beginning of classes, vacancies shall be posted in the superintendent's office, and shall be mailed to any teacher who has provided a stamped self-addressed envelope for that purpose whenever applicable.

C. Involuntary Transfer

If it becomes necessary to involuntarily transfer or reassign a teacher, a meeting will be held between the teacher and administrator.

Section II

Article 2: Teaching Facilities

The Board shall strive to provide an adequate amount of necessary instructional equipment for each school site. Such equipment will be maintained and repaired in a manner consistent with established school needs and fiscal abilities. Teachers agree to assist the district in making every effort to keep the equipment in working order.

The Association will submit a list of teachers to the Superintendent for consideration for appointment to the local textbook committee.

Section II

Article 3: Class Size

The Board shall abide by all state and federal laws and penalties regarding class size.

Section II

Article 4:

Reduction in Force

A. Need of the School District and Students

1. When the Board determines it is necessary to reduce the total number of certified and/or probationary employees in the bargaining unit, the student and program needs of the district will be the primary criteria in establishing priorities for those to be released.
2. In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the teacher or teachers to be terminated as a result thereof. Probationary teachers will be terminated before a career teacher. A probationary teacher may be retained when a career teacher is terminated only if the career teacher is not qualified or certified to teach the position for which the probationary teacher is retained. (7-2013)

B. Non-Renewal and Displacement Sequences

A probationary teacher in an eliminated position will be released first.

2. A career teacher in an eliminated position will be released second. However, if a career teacher is certified and qualified for a position held by a probationary teacher, the career teacher will be reassigned to that position, and the probationary teacher will be displaced and released.
3. If the probationary teacher to be displaced occupies an extra duty assignment, the career teacher must be qualified and willing to accept the extra duty assignment in order for the displacement to occur. The career teacher must have on file in the Superintendent's office, at the time of the presentation of the recommendation to reduce force, with the proper certification or evidence of eligibility for such certification, in order for displacement to occur.
4. If there is more than one teacher certified and qualified to displace another teacher in accordance with the procedures in number B2 or B3 above, the following criteria, in priority order, will be used to determine which teacher will be displaced and released.
 - a. Certification: standard, National Board
 - b. Seniority: continuous teaching experience in the position to be retained.

- c. Years of local district teaching experience in the position to be retained.
- d. Academic degrees: doctorate, then masters, then bachelors.
- e. Most current evaluation.
- f. Recommendations of Principal and/or Superintendent.

C. Recall

1. Teachers who are released because of a reduction in force shall have priority recall only for the remainder of the calendar year following the RIF. Teachers will be offered re-employment in reverse order of release according to the provisions of this policy.
2. Throughout the term of the recall, released teacher will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. A teacher shall remain on the recall list unless the teacher:
 - a. Does not accept a position within ten (10) days from the mailing of notice of vacancy as provided above; or
 - b. Waives recall in writing; or
 - c. Resigns; or
 - d. Refuses to accept a position for which he/she was qualified and was offered to him/her by the district.
3. It shall be the teacher's responsibility to see that the district has his/her current address on file, and that address will be used for recall purposes.
4. A teacher reinstated will receive all accumulated leave in place at the time the reduction occurred.

Section II
Article 5:

Leave Policies

A. Sick Leave

The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family. Teachers on eleven month contract will receive eleven (11) days each year, and those on twelve month contracts will receive twelve (12) days each year.

Immediate family is to be defined to mean: spouse, child, parents, siblings, mother-in-law, father-in-law, grandparents, and grandchildren.

Sick leave may be used for bereavement for a death of a member of the immediate family a maximum of five (5) days per event. Additional days may be used upon approval of the building principal.

Unused sick leave days may accumulate to a maximum of ninety (90) days. (06-2002)

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

B. Personal Business Leave

Each teacher shall be granted three (3) days of paid leave each year to conduct personal business that must be conducted at times that school is in session.

Except in emergency situations, a teacher who will be absent for reasons of personal business shall provide the administration with at least twenty-four (24) hours notice.

Except in emergency situations, the administration may deny the use of a particular personal business day if the absence on that day would cause undue hardship on the district.

Personal business leave will not be granted for social problem activities, seeking or interviewing for other employment, performing a service for compensation, or participating in entertainment, recreation, vacation, or on the day before or the day after scheduled school vacations.

At the close of each school year, each new retiree who has personal days remaining will receive payment at the rate of current substitute pay for each of the remaining days. (08-2000)

Within the first week of school, those who retained personal leave from the previous school year and will have a contract with the District for the ensuing school

year will receive payment at the rate of current substitute pay for each of the remaining days. (08-2000)

C. Professional Leave

1. Teachers may apply to the Superintendent for leave to attend professional meetings, workshops or conferences. If the leave request is granted, the teacher shall not suffer a loss in pay or accumulated leave benefits for such absence. The Board agrees to provide one (1) day professional leave to the district's teacher of the year for the purpose of attending the state teacher of the year ceremony. (08-2005)
2. The Board agrees to provide two (2) additional days of professional leave to the district's National Board Certification candidates for the purpose of preparing materials whenever needed. (08-2005)

D. Leave of Absence Without Pay

Each teacher shall be allowed two (2) days of leave each school year, which shall be without pay.

Except in emergency situations, the administration may deny the use of a particular day if the absence on that day would cause undue hardship on the district.

The Superintendent with the approval of the building Principal may grant leave of absence without pay. Teachers should give as much advance notice as possible in accordance with the circumstances.

E. Bereavement Leave

Each teacher shall be allowed up to five days leave with pay for each bereavement in the immediate family. Immediate family in this case shall include father, mother, brother, sister, grandparents, or corresponding in-laws, spouse, child or grandchild. Such leave must be approved by the principal and the superintendent. More days may be allowed as approved by the board.

One of the five days may be used to attend the funerals of non-immediate family members (aunts, uncles, cousins, friends, etc.)

Bereavement leave is non-cumulative.
(08-2014)

F. Leave Sharing Program

**WAURIKA PUBLIC SCHOOLS REGULATION
USE OF LEAVE SHARING
(SICK LEAVE BANK)**

All certified personnel of Waurika Public Schools are eligible to participate in the Leave Sharing Program. Participation is voluntary, but requires contribution to the bank.

Only contributors will be permitted to use the bank for payment for qualifying incapacitating illness during regularly scheduled duty days.

The Leave Sharing Program will be administered by a three-member Approval Committee selected from each building and the administration (committee members will be elected by certified personnel from each building). The Approval Committee will be composed of two teachers and one administrator. The Approval Committee shall have the responsibility of receiving requests, receiving donations, maintaining the balance of days, verifying the validity of requests, recommending approval or denial of the requests and communicating its recommendation to the board of education and the member. A majority of the Approval Committee must be present in order to make decisions. Approval Committee decisions may be appealed to Waurika Education Association.

Each employee will be assessed one day of sick leave upon enrollment in the Leave Sharing Program. Assessment of one day per year of a member's sick leave will be continued until the bank is built up to a minimum of twenty days. No more days will be added except from new enrollees until the bank is depleted to below twenty.

When the Leave Sharing Program total falls below the minimum twenty days, each member will be assessed one day.

The contribution on the appropriate form will be authorized by the employee and renewed each year. Sick leave properly authorized for contribution to the bank will not be returned if the program member effects cancellation. Cancellation in writing may be submitted at any time, and the employee shall not be eligible to use the bank as of the effective cancellation date.

Contributions shall be made within thirty days of the beginning of the school year, except for members returning from extended leaves during the enrollment period.

Certified employees returning from medical leave or disability will be permitted to contribute to the bank within thirty days of their return. Certified persons employed after the thirty-day period will have the option of joining within the first thirty days of employment.

Any certified employee of Waurika Public Schools who has contributed one day of sick leave is eligible. Only those employees participating in the Leave Sharing Program will be eligible to withdraw days, and then only after his/her own sick leave days have been used.

Days contributed become the property of the Leave Sharing Program and no longer count toward the individual member's current or accumulated sick leave. Days contributed will remain in the bank until used. A member must retain seventy-five percent of their accumulated sick leave balance.

The Leave Sharing Program may be used for pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and involves the employee, a relative of the employee or household member.

“Severe” or “extraordinary” shall mean serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

The Approval Committee shall determine the number of days to be granted from the Leave Sharing Program not to exceed twenty days. A member may begin with a request of ten days. Upon approval and exhaustion of these ten days another ten days may be requested. Upon exhaustion of the second ten days the member may be referred to the extended leave as defined by the Family Emergency Leave Act.

No program member shall be required, for purpose of maintaining status in the Leave Sharing Program, to contribute more sick leave days than other members.

Each separate application for a grant from the Leave Sharing Program must include a new physician’s statement on the appropriate Leave Sharing request form.

A member of the Leave Sharing Program will lose the right to use the benefits of the Leave Sharing Program if:

- A. Termination of employment with Waurika School District
- B. Suspension without pay during the period of suspension
- C. A member’s voluntary cancellation of membership in the Sick Leave Bank as of the effective date of cancellation
- D. A member’s written authorization to discontinue annual contribution of sick leave day(s) as of the date the contribution becomes due.
- E. Any abuse or misuse of the rules of the Sick Leave Bank
- F. While on approved leave of absence for other than personal or family illness.

Eligible employees who do not elect to join the Leave Sharing Program at the first opportunity afforded them will not be permitted to join the bank until the subsequent annual open enrollment period.

All requests to draw upon the Leave Sharing Program must be accompanied by a physician’s statement confirming the cause of illness or confinement and certifying the existence of a disability to perform assigned duties and the expected duration of the condition. The physician must personally sign the form.

In case a contributor's incapacity is of such a nature that he/she cannot personally apply for a grant, the application may be submitted to the Approval Committee by an authorized agent or member of his/her family on his/her behalf.

Applicants may submit requests for extension of Leave Sharing grants before their prior grant expires. (Use regular Leave Sharing Request form accompanied by the signed Physician's Statement.)

All necessary Leave Sharing forms will be available at the Office of the Superintendent, Principals' office, or school website.

The Leave Sharing Committee shall maintain all records regarding operation of the Leave Sharing Program.

Section II

Article 6: Print and Distribution

- A. The printing and distribution of the Negotiated Agreement shall be the exclusive responsibility of the Association.
- B. Posting of the Negotiated Agreement on the school website shall be the exclusive responsibility of the Administration.
- C. Contracts for all certified personnel will be signed on or before September 1st of each school year. (08-2005)
- D. "Extra duty" contract will be signed and delivered within 30 days of Board approval. (08-2006)
- E. Signed certified contracts will be distributed by September 30th. (08-2006)

Section II

Article 7: Compensation

All teachers employed by the Waurika School System shall be paid not less than the minimum salary schedule as established by the current state law.

Teachers shall be provided credit for teaching experience in accordance with State Board of Education regulations and requirements.

Teacher Extended Salary Stipend: Each certified individual will be awarded a stipend according to the following schedule. This stipend will be paid in twelve payments and included in their monthly paychecks.

Upon completion of 26 years of teaching	\$ 332.00
Upon completion of 27 years of teaching	\$ 664.00
Upon completion of 28 years of teaching	\$ 996.00
Upon completion of 29 years of teaching	\$1328.00
Upon completion of 30 years of teaching (08-2004)	\$1660.00

A. Health Insurance

The State of Oklahoma will pay one hundred percent of the premium amount for Health Choice (HI) option for each certified individual who participates in the district's approved health insurance plan.

Each teacher who is not participating in the district's approved health insurance plan shall receive the flexible benefit allowance from the state (as long as it is state funded for non-participants) in addition to any premiums paid by the district to fulfill the insurance requirement for each participating certified individual. (08-2004)

B. Pay Warrants

Pay Warrants will be issued on or before the last working day of each month. Certified employees will have their first pay warrant issued in August. (08-2004)

C. The District will pay twelve dollars (\$12.00) per planning period to a teacher who substitutes for another teacher at the request of the building Principal.

D. Extra Duty Schedule

Assistant coaching positions will be assigned extra duty by administration as needed and compensated as stated on proposed salary schedule.

Extra duty positions will have the option to receive extra duty salary at the completion of season in one payment or prorated for the entirety of the school year. (08-2004)

Schedule following page:

D. EXTRA DUTY MINIMUM SALARY SCHEDULE

2006-2007

<u>POSITION</u>	<u>SALARY – EACH</u>
Basketball	
HS Head	\$3,600.00
HS Asst.	\$1,450.00
JH Head	\$1,450.00
JH Asst.	\$ 750.00
6 th /7 th	\$1,050.00
Baseball	
HS Head	\$2,750.00
HS Asst.	\$1,250.00
JH Head	\$1,250.00
JH Asst.	\$ 700.00
Football	
HS Head	\$3,600.00
HS Asst.	\$1,450.00
JH Head	\$1,450.00
JH Asst.	\$ 750.00
6 th /7 th	\$1,050.00
Golf HS Head Boys/Girls	\$ 800.00
Power Lifting	
HS Head	\$ 450.00
Softball	
HS Head (Fast-Pitch)	\$2,750.00
HS Asst. (Fast-Pitch)	\$1,250.00
JH Head (Fast-Pitch)	\$1,250.00
JH Asst. (Fast-Pitch)	\$ 700.00
HS Head (Slow-Pitch)	\$2,750.00
HS Asst. (Slow-Pitch)	\$1,250.00
JH Head (Slow-Pitch)	\$1,250.00
JH Asst. (Slow-Pitch)	\$ 700.00
Cross Country	\$ 800.00
Track	
HS Head	\$1,100.00
HS Asst.	\$ 550.00
JH Head	\$ 750.00
JH Asst.	\$ 550.00
6 th /7 th	\$ 650.00
4 th /5 th Basketball and Track	\$2,000.00

<u>POSITION</u>	<u>SALARY – EACH</u>
Academic Coach	
HS Head (1)	\$1,000.00
HS Asst. (1)	\$ 500.00
JH Head (1)	\$ 500.00
Elementary Head (1)	\$ 300.00
Band	
Elementary (1)	\$ 700.00
HS/JH	\$3,000.00
Beta Club (1)	\$ 300.00
Cheerleading	
HS Head	\$1,200.00
JH Head	\$ 700.00
6 th /7 th	\$ 700.00
Elementary	\$ 250.00
Counselor (1)	\$3,500.00
Drama Club (1)	\$1,000.00
Drama Asst. (1)	\$ 400.00
Family, Community, Career Leaders of America	\$ 300.00
Gifted and Talented	
JH/HS Coordinator (1)	\$ 600.00
Elementary Coordinator (1)	\$ 600.00
Junior Class Permanent Sponsor (1)	\$1,200.00
Junior Class Rotating Sponsor (3 Maximum)	\$ 600.00
Librarian, Elementary and Secondary (1 each building)	\$ 550.00
Little Eagle Postal Sponsor	\$ 400.00
Math Coordinator, Elementary (1)	\$ 700.00
Math Counts Sponsor	\$ 400.00
Mock Trial Coach (1)	\$ 500.00
Mock Trial Asst. (1)	\$ 300.00
National Honor Society (1)	\$ 500.00
Newspaper, High School (1)	\$ 600.00
Oklahoma Honor Society	\$ 300.00
Robotics (1)	\$ 400.00
Scholastic Meet Coordinator, Secondary (1)	\$ 600.00
Science Club (1)	\$ 200.00
Science Fair Coordinator, Elementary (1)	\$ 350.00
Senior Class Sponsor (3 Maximum)	\$ 200.00
Speech, High School (1)	\$ 600.00
Spelling Bee	
MS (1)	\$ 100.00
Upper Elementary (1)	\$ 100.00
Lower Elementary (1)	\$ 100.00
Student Council	
HS/JH (1)	\$ 400.00
Elementary	\$ 400.00
Technology Honor Society (1)	\$ 300.00
Vocal Music, Junior High/High School Combined (1)	\$ 700.00
Yearbook Sponsor (1)	\$1,000.00

The Association's suggestions for "minimum standards" to be upheld in the following job description, subject to additional requirements by building principals and/or Board of Education.

- All Academic Coaches – Engage teams in practices and competitions *scrimmages, etc. that prepares them for playoff tournaments. Attend workshops and meetings that are designed for coaches. Attend all competitions.
- Beta Club – Host the annual homecoming dance and provide at least two community service activities per school year.
- Cheerleaders (high school) – Minimum practice time of twice per week during football season and once per week during basketball. Attend all home and away football games. Attend minimum of two scheduled basketball games per week.
- Cheerleaders (middle school) – Minimum practice time of twice per week during football and once per week during basketball. Attend all home and away football games. Attend minimum of one scheduled basketball game per week.
- Future Homemakers of America (FCCLA) – as described by the building principal.
- Gifted & Talented Coordinators – Keep records and complete all reports. Hold advisory committee meetings, attend workshops, help with testing, and be accountable for involving students in competitions and activities that build, reward, and enhance abilities. Take G/T students on educational/cultural field trips at least once per school year. Provide information (possibly in the form of in-service) for all teachers regarding G/T requirements for regular classroom enrichment, thus keeping everyone accountable.
- Junior Class Sponsor (Permanent)-Organize all duties and activities of junior class and its sponsors, and keep files and records on all revenue and expenditures.
- Junior Class Sponsor (rotating) – Work concessions, build floats, organize and decorate for prom, and work all fundraising activities for junior class.
- Mock Trial Coach – Attend coaches' meetings and workshops; complete all paper work required in entering competitions; take team members to student workshops; copy sort, assemble and distribute mock trial materials when sent to school in November; negotiate with an attorney to help and work with students; practice after school, nights, and weekends in preparation for competitions. Take team to all competitions beginning with preliminary round and through all advancements. (Scrimmages may begin in January, and competitions run from the first week in February through the second week in March.)
- National Honor Society – Identify students eligible for NHS and follow procedures for selection and induction. Host honor banquet in the spring. Provide minimum of two service-oriented projects per year.
- Science Club – Host meetings and provide and sponsor activities and assignments that enrich students' knowledge, understanding, and application of science.
- Senior Class – Attend all senior activities including, but not limited to, picture taking, ordering caps/gowns/announcements, etc.
- Spelling Bee – Practice with students and sponsor all competitions.
- Student Council – Organize and sponsor at least two community service projects per year. Represent the student body in proposals and activities that affect all students. Organize the homecoming parade; decorate for "Teacher" banquet.
- Yearbook – as described by building principal.
- Band – as described by building principal.

- **Counselor – as described by building principal.**
- **Librarian – as described by building principal.**
- **Vocal Music – as described by building principal**
- **Science Fair Coordinator – as described by building principal**
- **Scholastic Meet Coordinator, Secondary – Organize interscholastic competitions for students and attend the competitions at the specific college sites.**
- **Drama Club – Present a minimum of one major musical or drama each school year, with the possibility of two if calendar dates and activities permit.**
- **Little Eagle Postal Sponsor – as described by building principal.**
- **Technology Honor Society – as described by building principal.**
- * **Elementary Math Coordinator- create student records, class reports, maintain class progress charts, organize and monitor peer tutors, aid and provide teachers support materials for struggling students.**

Section II

Article 8: Teacher Salary Schedule

Waurika Public Schools shall provide \$1,000.00 bonus/incentive pay annually no later than January 31st to teachers who attain National Board Certification and are a classroom teacher, counselor, or librarian employed by Waurika Public Schools on a full-time basis. (title 70 of the Oklahoma State Statute Section 6-204.1) (08-2005)

Section II

Article 9: Payroll Deduction

- A. Upon written authorization on a form approved by the Board, members of the bargaining unit may request payroll deductions subject to the approval of the Board.

The \$30.00 annual W.E.A. dues will be deducted from each member's paycheck in two (2) deductions, one in September, and one in October.

Section II

Article 10: Savings Clause

Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part shall be deleted from the agreement, and all other provisions shall remain in full force and effect.

Section II

Article 11: School Calendar

The Association shall be used as a source of input in the planning of the school calendar. (07-1998)

A minimum of two (2) school calendars, which will be voted on by the faculty. The calendar, which has been approved by the faculty, will be sent to the Board for approval. The Board reserves the right to disapprove the calendars presented. (09-1999)

Section II

Article 12: Waurika Public School Policy Book

The Waurika Board of Education Policy Book and updates will be posted on the school's website by August 1st of each year. (06-2006)

Section III.

Article 1. Teacher Rights and Responsibilities

A. Right to Representation

When a conference between a teacher and administrator(s) is needed, the teacher and/or administrator(s) has the right to have a witness present. The request for a witness may be before or any time during the conference.

Section III.

Article 2. Preparation Time

The Board agrees to comply with Oklahoma statutes and Oklahoma State Board of Education regulations regarding the requirements for preparation time of teachers.

Section III.

Article 3. Teacher Evaluation

- A.** Evaluation of teachers shall be based upon the "Teacher and Leader Effectiveness Model".
- B.** Procedures for teacher evaluation shall in all cases be carried out in conjunction with Oklahoma statutes and Oklahoma State Department of Education regulations.
- C.** The following specific requirements will also be met:
 - 1.** The principals will be responsible for evaluating each teacher assigned duties in their respective buildings. In the case of a teacher that is required to teach under the supervision of more than one principal, each principal having supervision of the teacher will do a formal evaluation in accordance with this policy.
 - 2.** Career teachers, rated effective or below, will be evaluated at least once per school year, prior to April 1. (06-2001)
 - 3.** Career teachers rated highly effective or superior may be evaluated every other year prior to April 1.
 - 4.** Probationary teachers will be evaluated at least twice per school year, once prior to December 1, and once prior to April 1.
 - 5.** A Pre-conference will be held with each teacher, at least once per year, prior to the first classroom observation. (06-2001)

6. The evaluation instrument will be reviewed with the teacher prior to the first classroom observation. (06-2001)
7. A post evaluation conference will be held with the teacher within five (5) working days of the evaluation. Teachers may provide evidence to demonstrate competency in a specific domain. This meeting may be reconvened at a mutually agreed later date. (07-2013)
8. Ratings shall be Superior, Highly Effective, Effective, Needs Improvement, or Ineffective. (7-2013)
9. Within ten (10) working days after the evaluation, the person evaluated may respond and said response shall be made part of the record.
10. Each teacher shall have the right to review the contents of his/her personnel file. Any complaints directed toward a teacher, which are placed in his/her personnel file, are to be called to the attention of the teacher and the teacher shall have the right to respond. Such teacher responses shall become part of said file.

Section III.

Article 4: Grievance Procedures

A. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violations by the grievant.

B. Definitions

1. A “grievance” is a claim by a teacher or teachers that there has been a violation, misrepresentation or misapplication of the terms of this negotiated agreement that has affected that teacher or teachers.
2. The “grievant” is the teacher or teachers making the claim.
3. The “party in interest” is the teacher or teacher making the claim, or any person who might be required to take action, or against who action might be taken to resolve the claim.
4. “Days” except when otherwise indicated shall mean working days.

C. Procedure

1. Level 1

A teacher with a grievance shall first discuss the grievance individually with the principal within five (5) days of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

2. Level 2

- a. If the grievant is not satisfied with the disposition of his her grievance at level 1, he/she may file the grievance within five (5) days of the level 1 response with the Principal citing the article and section alleged to have been violated and the specific remedy sought.
- b. The Principal shall schedule and hold a formal meeting with the grievant within ten (10) days after receipt of the written grievance and shall transmit a written decision to the grievant within ten (10) days of the meeting.

3. Level 3

- a. If the grievant is not satisfied with the disposition of his her grievance at Level 2, he/she may file the grievance within five (5) days of the level 2 response with the Superintendent.
- b. The Superintendent shall schedule and hold a formal meeting with the grievant within ten (10) days after receipt of the written grievance and shall transmit a written decision to the grievant within ten (10) days of the meeting.

4. Level 4

- a. If the grievant is not satisfied with the disposition of his/her grievance at level 3, he/she may file the grievance within five (5) days of the level 3 response with the Board.
- b. The Board will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit a written decision to the grievant within ten (10) days of the meeting. The decision of the Board shall be final.

D. Right to Representation

The grievant and the administration may each be represented by a person of their own choosing, at levels 2, 3, and 4 of this procedure.

E. General Provisions

1. Decisions rendered at level 2, 3, and 4 of the grievance procedure will

- be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
2. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified by these procedures.
 3. Failure at any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
 4. All meetings and hearings, with the exception of those at level 4, under this procedure, shall not be conducted in public and shall include only parties in interest and their selected representatives.
 5. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.

Section III.

Article 5: Personnel Files

Personnel files will be maintained in the office of the Superintendent and the building Principal in compliance with State Department of Education regulations and requirements. Access to such files will be in compliance with the Oklahoma Open Records Act O.S. 51-24A1-24A19.

Section III.

Article 6: Work Schedule

Teacher will have grade cards prepared or posted online 2-5 working days following the end of each nine week period.