

Association of Classroom Teachers

Choctaw/Nieoma
Park
Schools

Master Contract
2016-2017
School Year

“EXPECT EXCELLENCE”

County Code 55 Independent School District I-004

A. C. T. MASTER CONTRACT 2016-2017

A. C. T. BARGAINING TEAM

Amber Spradlin, Spokesperson
Jennifer Weatherly, Chairperson
Teri Gray, Board

A. C. T. NEGOTIATIONS TEAM

Paula Sendall
Tami Hartsook, Nels Storn
Deborah Wilson, Jacque Hogue
Brenda Barlow
Terryle Campbell
Jamie Anderson, Sean Dooley, Rusty Dixon
Mandy Bartlett

Choctaw High School
Choctaw Middle School
Choctaw Elementary
Indian Meridian Elementary
James Griffith Intermediate
Nicoma Park Middle School
Nicoma Park Intermediate

BOARD BARGAINING TEAM

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Kevin Berry, Administration
Donna Cooper, Administration
David Reid, Choctaw High School
Kelli Hosford, James Griffith Intermediate
JeanAnn Gaona, Choctaw Middle School
Jake Freer, Nicoma Park Middle School

A. C. T. OFFICERS

Amber Spradlin, President
Jennifer Weatherly, Vice-President
Jacque Hogue, Secretary
Paula Sendall, Treasurer

Association of Classroom Teachers – Choctaw / Nicoma Park Schools

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A.C.T. MASTER CONTRACT 2016-2017

I. SCOPE OF CONTRACT

1.10 DEFINITIONS

Attrition: Reduction of staff due to resignation, retirement, or termination following due process.

Days in Session: The days the teacher is required to be in attendance.

District: Shall be the Choctaw / Nicoma Park School District, I-4 of Oklahoma County.

Earned Sick Leave: Sick leave accrued by the teacher or donated to the teacher.

Emergency Drills: The procedures used to ensure the safety of students and all personnel in school facilities.

Parent/Parental: The person or persons legally responsible for the welfare of a child.

Planning Period: A preparation time during the regularly required student attendance during which the teacher does not have direct supervision of students.

Principal: The immediate supervisor or other person to whom teachers are directly responsible.

Reassignment: Any time a teacher is assigned to an area, subject, or grade level other than that for which he/she is currently employed.

Seniority: The length of service in the Choctaw / Nicoma Park School District. The length of service shall be computed from the date the continuing contract was signed. Those teachers hired on temporary contract and then changed to continuing contract, shall have length of service computed from the date the temporary contract was signed. A teacher who has taught in the district and resigned will be credited only for the time of service since returning to the district.

School: The work location at which teachers perform their job functions.

School Campus: Shall be all buildings and surrounding grounds that are a part of the District.

School Year: The school year shall consist of not less than one thousand eighty (1,080) hours of classroom instruction. Not more than thirty (30) of these hours shall be used for professional meetings. In addition, parent-teacher conferences may be held during the school day and counted as classroom instruction for no more than six (6) hours per semester, for a total of twelve (12) hours per school year.

Student/Pupil: Any person currently enrolled in the District.

Substitute Teacher: Any certificated or non-certificated person who has been assigned by the principal to act on behalf of a teacher for any given period.

Teacher: A duly certified or licensed person who is employed to serve as a counselor, librarian, or school nurse or in any instructional capacity.

Teacher/Student Aide: A person whose job shall be that of assisting teachers and students during the school day.

Transfer: Any time a teacher is assigned to a site other than that for which he/she is currently employed.

1.20 DURATION OF AGREEMENT

This agreement is entered into between the Choctaw / Nicoma Park Board of Education, hereinafter referred to as

the "Board", and the Choctaw / Nicoma Park Association of Classroom Teachers, hereinafter referred to as the "Association", and shall become effective at the time of ratification by both parties. This agreement shall remain in effect until ratification of a successor agreement by the Board and the Association. All provisions of this agreement affecting compensation and leave shall upon ratification be retroactive to July 1 of the current fiscal year.

1.30 SAVINGS CLAUSE

Should any part of this agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from this agreement to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement, if not affected by the deleted part. Negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

1.40 PROCEDURAL AGREEMENT

This agreement is made and entered into this third (3rd) day of April, 1978 by and between the Choctaw / Nicoma Park Association of Classroom Teachers-O.E.A., hereinafter termed the "Association" and the Choctaw / Nicoma Park Board of Education of Independent School District Number 4 of Oklahoma County, Oklahoma, hereinafter termed the "Board"; and pursuant to Title 70 Oklahoma Statutes, Section 509.1 - 509.10 (see Appendix 11.10), the parties agree as follows:

1.41 PURPOSE

It is the purpose of this procedural agreement to establish an orderly process of communications between teachers and the school board.

1.42 RECOGNITION

The Board recognizes the Association as the exclusive representative of all regularly employed teachers of the Choctaw / Nicoma Park School District.

The Association shall continue as such exclusive representative until such time as a majority of the teachers designate a new representative agency and the Board recognizes said agency.

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

Any person who desires not to be represented by the Association prescribed herein may so state in writing to the Board of Education and the Association.

1.43 COMPLIANCE WITH LAWS CLAUSE

The Association and the Board shall abide by all applicable State and Federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board.

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

1.44 NEGOTIATING PROCEDURE

Written request for negotiations between the Board and Association may be submitted by either party. Requests initiated by the Association shall be submitted to the representative designated by the Board. In the event the request comes from the Board, then said request shall be submitted to the A.C.T. President and the chairperson of the negotiations committee. A written response will be made within ten (10) calendar days of the receipt of any such written request.

Negotiations will be conducted at times and places mutually agreeable to the negotiators. The first meeting shall be

held within ten (10) days of such written response. Each party shall present its written proposals at this meeting.

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

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

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

All negotiation proposals will be made exclusively to the negotiation teams of the Association and Board. Official positions shall be reduced to writing. Each party will carry the necessary authority to make proposals and counter-proposals, to compromise, and to make agreements subject to final ratification.

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

1.441 SCOPE OF NEGOTIATIONS

Negotiations for compensation items within the master contract will take place annually. Negotiations for non-compensation items within the master contract will take place on odd numbered calendar years and will be limited to ten (10) items per party. During years designated for compensation items only, non-compensation items may be opened by mutual agreement or as necessitated by changes in school law.

1.45 FACT FINDING

If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member fact-finding committee. This committee shall consist of:

- A. One member who shall be selected by the representatives of the organization, within five (5) days after the reaching of impasse;
- B. One member who shall be selected by the local board of education within five (5) days after the reaching of impasse; and
- C. Beginning July 1, 1994-95, one member who shall serve as chairperson of the committee and shall be selected as follows:

1. The State Board of Education shall appoint as fact-finders not less than twenty nor more than thirty persons to be placed on the State Superintendent's list of fact-finders. The appointments must reside in Oklahoma, must be neutral and unbiased, and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution, and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact-finder.

2. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact-finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of an organization of education employees.

3. Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact-finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the

fact-finder from the five names.

4. It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph.

Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the board and for the organization shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.

The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local board and to the organization.

If either party decides it must reject one or more of the committee's recommendations, said party must, within in seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the board and for the organization. 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 the written statements, either party may discontinue such effort. The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If efforts to resolve differences are successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

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

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

1.46 DURATION

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

In witness whereof, the parties hereunto set their hands this third (3rd) day of April 1978.

Board of Education of the Choctaw / Nicoma Park Public School District by Floyd Calvert, Choctaw.

Choctaw Association of Classroom Teachers by Rebecca Gholston.

(Approved April 3, 1978)

II. ASSOCIATION RIGHTS

2.10 USE OF SCHOOL FACILITIES

The Association shall have the right to use school facilities for meetings of its general membership, executive committee, regular and special committees, and/or other working groups designated by the Association President.

In order to avoid conflicts, the scheduling of all district-wide activities, meetings, and programs shall be coordinated through the President of the Association and the office of the Assistant Superintendent for Auxiliary Services.

Such use of school facilities shall be at no cost to the Association, except that a reasonable fee for janitorial and custodial services may be charged for large group meetings which result in the need for such services.

Request by the Association to the District for use of school facilities shall be scheduled at the building where that meeting will be held. This notice should be given at least a day (24 hours) in advance.

2.20 USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school equipment on the school premises.

The Association's use of school equipment shall not infringe on the regular educational process of the District.

The Association shall pay the cost of, or provide, computer paper, diskettes, fliers for negotiations purposes, and A.C.T. newsletters.

The district shall pay the installation, local service and maintenance costs for a classroom telephone in the association president's classroom. All long-distance charges will be invoiced to the association.

2.21 BULLETIN BOARDS

The Association shall have the right to space on a designated bulletin board in each teacher workroom/lounge. The posting of items will conform to state law. A copy of all school board meeting agendas shall be distributed to the Association President and all school sites Friday prior to the regularly scheduled board meeting.

The Association shall be responsible for Association information on these bulletin boards.

2.30 MAIL

The Association and its members shall have the right to freely communicate on Association related matters by placing materials in teacher's mail boxes at each site.

2.40 PRINTING/DISTRIBUTION OF CONTRACT

No later than forty-five (45) days following ratification, the Board shall post an updated copy of this agreement on the District web page. Any person wanting a copy of the agreement may run a copy from the webpage.

2.50 ACCESS TO INFORMATION

The Choctaw / Nicoma Park A.C.T. shall be provided, at no cost, with two copies of the "board packet" as provided to the Choctaw / Nicoma Park School Board for each board meeting. Any additional information distributed to board members shall be copied and provided to the A.C.T. the evening of the board meeting. This shall include only items permitted by law.

The Board and the Association shall make available to each other at no cost any compiled information necessary for administering this Agreement.

A copy of written reports distributed by the Superintendent or his designee to the press shall be made available to the Association.

2.60 ASSOCIATION LEAVE

The Choctaw / Nicoma Park Board of Education shall provide twenty (20) days Association leave per year to be broken down as follows:

Twenty (20) days to participate in activities that are in direct support of the District. Determination of payment for these days shall occur when the leave request is presented by the A.C.T. President to the Superintendent before actual leave is taken. Request and permission may be in verbal or written form. No classroom teacher, other than the President of the Association, may be absent on Association business for more than four (4) days during any school year. The President of the Association shall not be absent more than ten (10) days on Association business during any school year.

2.70 ASSOCIATION OFFICERS

No officers or committee members shall conduct or be required to confer regarding Association business with the administration during their regularly scheduled instructional time.

2.71 PRESIDENT

With the agreement of the site teachers, the A.C.T. President shall be released from all supervisory duties outside of the regular teaching assignment during the school day.

The President or his/her designee shall be allowed to address the Board concerning changes in Board policy.

2.72 BOARD MEETINGS

The A.C.T. shall have a place on the agenda of all regularly scheduled school board meetings.

When making official position statements, the A.C.T. will provide a copy to the Board.

2.73 BUILDING REPRESENTATIVES

A.C.T. building representatives will be allowed to leave their sites to attend District Association meetings after the students are dismissed for the day.

Site principals may require the representatives to stay at their sites until their normal release time in the case of faculty meetings or regularly scheduled duties that may conflict with Association meetings

III. EMPLOYMENT PROVISIONS

3.10 TEACHER CONTRACTS

Salary computation sheets will be provided for all teachers prior to the end of the first pay period. If necessary, updated salary computation sheets shall be provided within thirty (30) days of contract ratification. These salary computation sheets, when signed, will serve as individual salary contracts. These contracts shall not supersede or be considered apart from the negotiated agreement between the Choctaw / Nicoma Park Independent School District and the Association.

3.11 TEMPORARY CONTRACT

A contract with a definite starting and concluding date is a temporary contract. This contract will be used to replace a teacher who is on a leave of absence, fill a position after the official reporting date or when the Board and/or the administration believe it to be in the best interest of the district when hiring a new teacher into the District.

3.12 NOTIFICATION OF RE-EMPLOYMENT

If prior to the first Monday in June each year, the Board has not entered into written contract with a regularly employed teacher or notified him/her in writing by certified mail restricted delivery that he/she will not be employed for the ensuing fiscal year, and if by no later than fifteen (15) calendar days after the first Monday in June, such teacher has not notified the Board in writing by registered or certified mail that he/she does not desire to be re-employed on a continuing basis, such teacher shall be considered as employed on a continuing basis. Teachers

requesting release after fifteen (15) calendar days after the first Monday in June, may be released provided a suitable replacement is found. The Board shall make the final determination.

3.20 ASSIGNMENT

Teachers shall be placed in positions for which they are qualified as determined by law and/or the State Department of Education of Oklahoma.

Assignment of personnel within the building shall be the responsibility of the building principal. Teachers who desire an assignment change in the same building for the following school year may file a written statement with the building principal.

Teachers may make application for posted positions at any time in accordance with the provisions of the posting.

3.21 ADDITIONAL TEACHING ASSIGNMENT

If a teacher agrees to accept regular, permanent teaching responsibilities during his/her planning period, he/she will be compensated for an amount of time equivalent to the length of a regular teaching period dependent upon building assignment.

3.22 TRAVEL TEACHER

Teachers required to travel between school sites in accordance with daily teaching assignments will have a designated home site school. The following guidelines will apply to these teachers:

- A. Coordinate at each site the duties of teachers to insure that individual teachers are not assigned duties in excess of the duties they would be assigned at the home site. Consideration shall be given to the travel time of the teachers.
- B. Evaluation(s) at home-site school only, with input from other assigned site principals permitted.
- C. Required to attend home-site principal meetings. Required to attend other events that all faculty members at the site are required to attend at the home site and other site.
- D. Compensation for mileage at the current state employee rates.

3.30 POSTING OF VACANCIES

All vacancies in new and existing positions within the Choctaw / Nicoma Park District shall be posted on the district website and according to the following procedure:

During the school year, notice of all vacancies, including vacancies in promotional positions, and new jobs created within the system, with or without pay shall be posted in a prominent place in the teachers' lounge or workroom and in a prominent place in the superintendent's office.

During the summer, all vacancies as specified above shall be posted in a prominent place in the superintendent's office. In addition, any teacher currently employed by the district, prior to leaving school for the summer, shall submit in writing to the superintendent or principal his/her interest in specified types of positions. A summer address and phone number shall also be provided so that the teacher can be notified concerning such vacancies.

All interested parties may contact the superintendent's office for additional information.

All personnel in the system shall have the opportunity to make application for the position or opening by securing the proper application forms from the superintendent's office.

In the event that the superintendent is out of forms, the applicant's address shall be taken and forms mailed within five (5) days. The form shall not reflect sexual bias. All applicants for the same position shall use the same form.

All applicants shall be notified within ten (10) working days after the position is filled. Applicants not selected may consult with the employing supervisor.

3.40 TRANSFERS/ REASSIGNMENTS

The procedure for transfers and recommendations is as follows:

3.41 VOLUNTARY TRANSFERS

Any teacher employed in the district shall have the right to request transfer to a vacant position in another school building or reassignment to a vacant position in a different subject area or grade level. Such requests by teachers currently employed in the district shall be reviewed prior to the applications of teachers not currently employed in the district.

The desire for a transfer shall be presented on a transfer request form to the teacher's principal and to the superintendent. Reasons for transfer shall be expressed.

The principal shall acknowledge on the transfer request form the receipt of all requests for transfer or reassignment, and then forward the form to the Superintendent's Office within five (5) working days.

The Superintendent's Office shall send the teacher a copy of the transfer request form, thus acknowledging its receipt, and shall advise the teacher to schedule a conference as soon as possible with the appropriate personnel.

An understanding of the applicant's professional ability shall be based upon, but not limited to, data in the Personnel File, evaluation forms, and interviews.

Any teacher requesting transfer or reassignment must possess the necessary qualifications in order to be considered for the vacant position.

3.42 INVOLUNTARY TRANSFERS

No teacher shall be subject to involuntary transfer either during the school year or for the following year, unless he/she has been consulted. Any involuntary transfer shall be for just cause, and shall not be carried out in an arbitrary and capricious manner. Notification of involuntary transfer shall be in writing with reasons for such action. The involuntary transfer letter shall be from the Director of Personnel. Every effort shall be made to safeguard the positions of those with greater seniority.

No teacher shall be subjected to involuntary transfer to a position outside his/her areas of certification as determined by state law.

Teachers shall be notified of any involuntary transfer, including extra duty assignments, for the succeeding year as soon as possible by the Director of Personnel.

3.43 TRANSFER CRITERIA

Transfers shall be made on the basis of the following criteria, which are listed in order of priority:

- A. Volunteers
- B. Begin involuntary transfers with those having the least seniority.

3.44 REASSIGNMENT CRITERIA

Reassignments within grades K-2, 3-5, and secondary levels within departments shall be at the discretion of the site administrator.

Reassignments other than those above shall be made on the basis of the following criteria that are listed in order of priority:

- A. Volunteers/Mutual Agreement
- B. Committee recommendations from a committee comprised of the site administrator, Director of Personnel, affected teacher, and a site ACT representative or designee.
- C. Begin involuntary reassignments with those having the least seniority.

The site administrator shall send involuntary reassignment letters. Teachers shall be notified of any involuntary reassignment, including extra duty assignments, for the succeeding year as soon as possible by the site administrator.

3.50 CAREER STATUS

A. For teachers employed prior to the 2012-13 school year:

"Probationary teacher" means a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in the Choctaw/Nicoma Park School District under a written teaching contract.

"Career teacher" means a teacher who has completed three (3) or more consecutive complete school years in such capacity in the Choctaw/Nicoma Park School District under a written teaching contract.

B. For teachers employed after July 2, 2012:

"Career teacher" means a teacher who has completed three (3) or more consecutive complete school years in such capacity in the Choctaw school district under a written teaching contract and achieved a rating of Superior on the TLE for at least two (2) of those three years, or a teacher who has completed four (4) or more consecutive complete school years in such capacity in the Choctaw school district and achieved an average rating on the TLE of at least Effective over the four (4) year period, with at least a rating of Effective for the last two (2) of the four years.

"Probationary teacher" means a teacher who has not yet achieved Career teacher status.

3.60 CONFIDENTIAL EVALUATION

The district shall evaluate all teachers based upon the Tulsa Model of the Teacher and Leader Effectiveness process (TLE), which is posted on the Staff Page on the Choctaw/Nicoma Park website.

Videotaping or recording will take place only with the consent of the teacher.

3.61 OBSERVATION PROCEDURE

Observations shall be conducted according to procedures set forth in the Tulsa Model of the Teacher and Leader Effectiveness process (TLE), which is posted on the Staff Page on the Choctaw/Nicoma Park web page.

3.70 FAIR DISMISSAL PROCEDURE

Before the first Monday of June of each school year, the building principal or immediate supervisor shall make a written recommendation for reemployment or non-reemployment to the superintendent for each teacher. A recommendation for non-reemployment shall be in the form of a letter, with supporting documentation, separate from the written teacher evaluations, and shall set forth reasons for the recommendation to non-reemploy. Such recommendation to the superintendent to non-reemploy shall not contain information, which has not been previously known to, and discussed with the teacher.

The recommendation to non-reemploy a teacher shall be for just cause and proceeded by:

- A. The faithful execution of all the evaluation procedures and the honoring of all teachers' rights;
- B. A conference with the teacher by the appropriate administrator prior to taking any action;
- C. A written explanation for the action to the teacher, if requested. Whenever the superintendent decides to recommend that a teacher employed within the school district be dismissed or not reemployed, the superintendent shall state the recommendation in writing, setting forth the basis for the recommendation, and shall submit such recommendation to the Board.

If the teacher subject to such recommendation is a career teacher, the recommendation shall specify the statutory grounds for which the recommendation is based.

If the teacher subject to such recommendation is a probationary teacher, the recommendation shall specify the cause for which the recommendation is based.

The superintendent shall also specify the underlying facts supporting the recommendation.

The teacher's complete evaluation folder, including all written evaluations for the last three (3) years only and written responses, shall be studied by individual members of the Board prior to any vote to non-reemploy.

Evidence not previously recorded in the teacher's evaluation folder prior to the Board's consideration of the non-reemployment shall not be used by the Board as a basis for its action.

Whenever the Board receives a superintendent's recommendation for dismissal or non-reemployment of a teacher, the Board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested or by substitute process as provided by law. By the same means, the Board shall notify the teacher of such teacher's right to a hearing before the board and the date, time and place set by the Board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than sixty (60) days after the teacher's receipt of notice. The notice shall specify the statutory grounds upon which the recommendation is based upon for a career teacher or shall specify the cause upon which the recommendation is based upon for a probationary teacher. Said notice shall also specify the underlying facts supporting the recommendation. At such hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the United States Constitution and the Constitution of Oklahoma.

The hearing shall be conducted by Board according to the procedures established by the State Board of Education.

Only after due consideration of the evidence and testimony presented at the hearing shall the Board decide whether to dismiss or non-reemploy the teacher. The Board's decision shall be voted in open meeting. The Board shall also notify the teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested or substitute process as provided by law. The decision of the Board shall be final.

3.80 LEGAL COUNSEL FOR TEACHERS

If criminal or civil proceedings are brought against a teacher in performance of his/her assigned duties, provided the teacher did not violate Board policy as stated in the updated policy book he/she is entitled to legal protection provided by the district along with principals, administrators, and the Board.

3.90 REDUCTION IN FORCE

The Choctaw / Nicoma Park Board of Education shall adhere to the following policy for reduction in force should such reduction become necessary.

Reduction in force shall be any circumstance in which teachers are not to be renewed as a result of change in

program, substantial decrease in district enrollment, or a reduction in funding. Attempts will be made to reduce non-instructional programs before reducing teaching positions.

No teacher shall be laid-off for any school year if said teacher shall be contracted on an individual basis to teach for that year. Teachers to be laid off for the ensuing school year shall be notified in writing of such layoff before the first Monday of June of the current school year in compliance with state law.

In the event that a reduction of personnel shall become necessary, the Board shall accomplish same through normal attrition, to the extent possible. The primary criteria for determining which teachers will be reduced shall be the ratings on the TLE calculated to the nearest one hundredth (100th) of a percent.

If the ratings on the TLE are the same, the following criteria in priority order shall be used to determine which teacher will be released:

- A. Seniority
- B. Years of teaching experience in the retained positions in the local school district.
- C. Academic degree status: A teacher with a doctorate degree will be retained over a teacher with a master's degree or a bachelor's degree; a teacher with a master's degree will be retained over a teacher with a bachelor's degree.
- D. Recommendations of principal and superintendent.

If the teacher selected for release, using the procedures above, is certified for a position held by another teacher and the teacher selected for release has a higher rating on the TLE, the teacher selected for release may replace the similarly certified teacher with the lower TLE rating and the lower TLE rating will be released.

Teachers who are laid off and have a TLE rating of at least Effective shall be offered recall in reverse order of layoff to vacant positions, which they are certified to fill.

Teachers who were previously assigned to full-time positions shall be recalled to full-time positions provided that such teachers shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position.

The Superintendent shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the Association and to said teachers, at their last known addresses. It shall be the responsibility of such teachers to notify the Board of any change in address.

Any teacher so notified shall respond within two (2) work days from receipt of said notice whether he/she accepts or rejects the position. If teachers reject positions for which they are certified to teach and such position is offered consistent with the aforementioned provisions of this article, such teachers shall be considered to have resigned from the employ of the District and all their benefits shall cease.

Teachers will not lose their recall rights if they secure other employment other than a teaching position during the layoff.

The Superintendent's office shall provide the Association monthly with a current list of those teachers who have retained recall rights along with a list of all district hiring. The Association shall have the right to file a grievance for teachers who are not recalled if it appears that their re-employment rights have been violated.

All benefits to which teachers were entitled at the time of their layoffs, including seniority, will be restored to teachers upon their return to active employment and such teachers will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. Additional education will be recognized, provided credits are approved.

IV. INDIVIDUAL RIGHTS

4.10 EVALUATION FOLDER

There shall be one (1) evaluation folder for each teacher in the District. This evaluation folder shall be maintained in the district personnel office. The evaluation folder shall contain the following:

- A. Letters of commendation;
- B. Letters of admonishment and responses;
- C. Evaluations and responses;
- D. Copies of leave records;
- E. Copies of all staff development forms;

All materials, including materials relating to discipline or re-employment, that are placed in the evaluation folder shall be shown to and signed by the teacher. The teacher shall receive a copy of each and shall have the right to make a written response for inclusion in the folder.

Teachers' evaluations shall be confidential.

After a period of two years, upon written notification to the Assistant Superintendent for Personnel, teachers may remove any materials placed in the evaluation folder with the exception of items C, D, and E.

Each teacher shall have the right, upon request, to review the contents of his/her folder. A cover sheet shall be attached to each folder with the date, signature, and reason for entering the teacher's evaluation folder.

The teacher's evaluation folder shall be kept in the district personnel office; subject to Senate Bill 249, Section 3: "Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated teacher, the Board and administrative staff making the evaluation, and the Board and administrative staff of any school to which such teacher applies for employment."

4.20 EMPLOYEE RIGHTS

A teacher shall not be harassed or discriminated against for the exercise of his/her rights as guaranteed by any article covered in this contract. (See Appendix 11.10)

4.201 EMPLOYEE REPRESENTATION

Teachers shall have the right to be accompanied by an ACT executive board member or an OEA representative when being formally reprimanded in writing, and/or after receiving a formal plan of improvement.

4.21 DISCIPLINARY ACTION

Formal disciplinary action shall follow due process in accordance with the School Laws of the State of Oklahoma. (See sections 123-132)

4.22 PROCEDURE FOR COMPLAINTS

- A. Whenever a complaint is lodged against a certified employee, the following procedure will be followed:
 - 1. All complaints will be referred to and investigated by the immediate supervisor for validity.
 - 2. If the immediate supervisor deems it necessary, he/she will notify the employee involved.
 - 3. If the complaint is valid, the employee will be notified within two (2) working days and appropriate action will be taken.

4. The complaint shall be discussed only with appropriate parties.
5. If the complaint is found to be invalid, the complaint shall be dropped and no formal record retained.

B. Teacher complaints must be first lodged with the site administrator.

4.23 PERSON AND PROPERTY

- A. Teachers while engaging in performing their professional duties, including extra-curricular duties, may use reasonable force to protect themselves from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others.
- B. In case of assault, battery, or assault and battery upon a teacher, prompt assistance shall be rendered to the teacher.
- C. Any teacher subpoenaed as a witness in a substance or child abuse case as a result of their employment may request administrative accompaniment.

1. Teachers required to appear in court shall not suffer loss of pay for absence during the contract year.

4.24 EXTRA-DUTY ASSIGNMENTS

Any teacher who is employed on a continuing contract under the two-contract system (one teaching contract and one extra-duty contract or teaching and coaching contract) who asks to be relieved of his/her extra-duty or coaching assignment or who is relieved of his/her extra-duty or coaching assignment will remain as a certified employee of the District with the understanding that their placement will be determined by the needs of the district.

4.30 GRIEVANCE PROCEDURE

4.31 DEFINITIONS

A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.

A "party of interest" shall be the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve a claim.

A "grievance" shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of the Negotiated Master Contract Agreement, or of an existing board policy, or practice, or that there exists a condition, which jeopardizes employee health or safety.

"Days" shall mean teacher employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

4.32 RIGHTS TO REPRESENTATION

The Board shall recognize a Member Rights Committee upon its selection by the Association.

If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step II. The Association on its own may continue any grievance filed and later dropped by a grievant as in the above paragraph.

4.33 INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

A grievant may be represented at any step of the grievance procedure by himself, or, at his option, by any witnesses, counselors, and/or the Member Rights Committee of the Association, providing the grievant is present. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at Steps II and III of the grievance procedure.

4.34 PROCEDURE

Informal Communications

The parties of interest acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communication. If a complaint is not resolved to the satisfaction of the person presenting the complaint, within ten (10) days of the alleged violation, he/she may proceed to the Formal Grievance Procedure. No formal written record will be maintained.

Any member of the bargaining unit may go directly to the Formal Grievance Procedure.

Formal Grievance Procedure - All formal grievances shall be presented in writing on the stipulated form.

Step I: The grievant may present the grievance to the Member Rights Committee who will, at their discretion, present the grievance to the immediate supervisor of the grievant. The grievant may elect to present the grievance directly to his/her immediate supervisor. The immediate supervisor will arrange for a meeting to take place within four (4) days after the receipt of the grievance form. (See Appendix 11.40) The grievant and the supervisor shall be present for the meeting. The Supervisor shall provide the aggrieved party with a written answer to the grievance within two (2) days after the meeting. (See Appendix 11.40) Such answer shall include the reasons upon which the decision was based.

Step II: If the grievant is not satisfied with the disposition of his/her grievance at Step I, or if no decision has been rendered within six (6) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant to take place within five (5) days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have four (4) days to provide his written decision, together with the reasons for the decisions, to the aggrieved. (See Appendix 11.40) If the Association is not representing a grievant, a spokesperson for the Association may be present to submit Association views on the grievance with the consent of the grievant.

Step III: If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she may within five (5) days after a decision by the Superintendent, or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner, submit in writing to the Board that his grievance be heard. The grievance will be heard by the Board at the next regularly scheduled Board meeting or at a special meeting, whichever is feasible; at which time the grievant has the right to be represented by such witnesses, counselors, and/or the Member Rights Committee of the Association as he/she deems necessary to develop facts pertinent to the grievance. The grievant will be present at said meeting. At the conclusion of the hearing, the Board shall render its decision by vote of the members present, and shall transmit its decision in writing to the parties of interest and the Association.

4.35 RIGHTS OF TEACHERS

4.351 NO REPRISALS

No reprisals of any kind will be taken by the Board or the Administration against any teacher because of his/her participation in this grievance procedure.

4.352 RELEASED TIME

Should the grievance procedure require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

4.353 PERSONNEL/EVALUATION FOLDERS

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

4.36 COOPERATION OF BOARD AND ADMINISTRATION

All interested parties will cooperate in the investigation of any grievances and will furnish such information as is requested for the processing of any grievance.

In the event that a grievance is initiated so close to the end of the school year that it would preclude the use of timelines specified in this Agreement for holding a meeting or hearing, effort will be made to resolve the grievance prior to the beginning of the employee's following work year.

4.37 FAILURE TO COMPLY WITH TIME LIMITS

The grievant shall have the sole responsibility for presenting and continuing pursuit of his/her grievance through the channels provided herein and within the time limits specified in these procedures.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

Failure to communicate the decision on a grievance at any step of this procedure within the specified time limits shall permit the grievant to proceed to the next step.

Time extension at each step may be granted due to extenuating circumstances by agreement of all parties concerned.

4.38 GRIEVANCE FORMS

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents, shall be provided by the administration so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by both the Board and the Association. (See Appendix 11.40)

Necessary forms for the filing of grievances shall be made available in the office of the immediate supervisor in every school.

V. LEAVE PROVISIONS

5.01 LEAVE RECORD

The Administration shall provide each teacher with a record of leave days used, and those accumulated each school year. This record shall be included with the September paycheck.

5.02 HIRING OF SUBSTITUTES AND COMPENSATION

When a teacher is absent, or unable to perform his/her duties, a reasonable effort will be made to find a substitute to perform all the classroom and extra-duty assignments of the absent teacher during the regular workday.

If after all reasonable efforts have failed to obtain a substitute for the absent teacher, any teacher (contracted substitute teachers excluded) who is required to assume the classroom and extra-duty assignments of the absent teacher will be compensated at the rate of \$10.00 (Ten Dollars) per hour.

Teachers who voluntarily cover a class or a portion of the class for a colleague may do so without compensation. The foregoing does not apply if two or more teachers are assigned joint teaching responsibilities (team teaching).

5.03 DUTIES WHILE TEACHER IS ABSENT

When a substitute is hired to assume the duties of a teacher who is absent or unable to perform his/her duties, the substitute will perform all classroom and extra-duty assignments normally assigned to the absent teacher during the regular workday. It is the teacher's responsibility to document duty assignments within daily lesson plans. If a substitute is not hired, then the extra duties of the absent teacher shall be the responsibility of the principal or administrative designee. Any teacher required to cover the extra duties of the absent teacher shall be compensated \$10.00 per hour, prorated in 15 minutes increments.

5.10 SICK LEAVE

If a teacher is too ill to report for duty he/she should notify his/her principal or the principal's designee no later than 6:30 A.M. if a secondary teacher or 7:00 A.M. if an elementary teacher. Ten (10) days sick leave for each teacher for a combination of absences due to personal accidental injury, illness, or pregnancy, or accidental injury or illness in the immediate family is vested each teacher each school year. Limitation: No more than five (5) days per year may be used with children residing outside the household. Extenuating circumstances with supporting documentation may justify additional days as determined by the superintendent. Immediate family is defined as:

- A. Spouse
- B. Children
- C. Parents or parents of spouse
- D. Siblings of employee
- E. Grandchildren
- F. Any person residing in the household.

Unused sick leave accumulation shall be unlimited.

If after exhausting all sick leave and donated leave, a teacher is absent from his/her duties due to personal accidental injury, illness, or pregnancy, the teacher shall receive his/her full contracted salary less the amount actually paid a substitute teacher for his/her position for an additional period of twenty (20) days; or a normally paid certified substitute teacher for his/her position if a certified substitute teacher is not hired.

After exhaustion of these twenty (20) days, the teacher will be placed on leave without pay until the end of the contract period or until the teacher is able to return to duty during the contract period. Provisions will be made whereby the teacher can arrange payment for all professional dues and insurance. When the teacher recovers sufficiently to perform regular duties and returns to work, the teacher shall be restored to such position or to a position of like seniority, status, and incentive pay. If a teacher's absence due to one of the reasons listed above should go beyond the contract year, the teacher may apply for a leave of absence as described in 5.30.

5.11 SICK LEAVE TRANSFER

- A. If a teacher has exhausted or will exhaust all earned sick leave, and is absent due to pregnancy, miscarriage, childbirth and recovery there from, an extraordinary or severe illness or injury of the teacher or a relative or household member, and the condition has caused or is likely to cause the teacher to pay a substitute for an additional period of 20 days, or to terminate employment, the teacher may request sick leave days to be donated by other teachers.
 - 1. Extraordinary or severe means a serious, extreme or life-threatening injury, illness, impairment or physical or mental condition documented as such by a physician, including temporary disability of the teacher resulting from pregnancy, miscarriage, childbirth and recovery there from.
 - 2. Relative means a spouse, child, stepchild, grandchild, sibling, grandparent, stepparent or parent.
 - 3. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

- B. Teachers requesting donated days must first provide the Board with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
- C. Teachers may donate any amount of sick leave, which does not cause that employee's sick leave balance to fall below 30 days. Teachers desiring to donate days shall complete a written authorization transferring days to the requesting teacher.
- D. Teachers may initially request up to (20) days from donating teachers. If needed, the teacher may reapply for additional (20) day periods to the end of the current school year. No teacher may receive more than 120 donated days in any one (1) year or during the course of that teacher's employment unless approved by the board of education.
- E. Teachers receiving donated days shall receive their normal rate of pay.
- F. Any shared sick leave not used by the recipient during each occurrence as determined by the Board of Education shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.
- G. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the leave-sharing program.
- H. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.
- I. The Board is the determining body as to whether the teacher meets the criteria above and has previously abided by district leave policy.

5.20 COMPENSATION FOR LOST TIME DUE TO ACCIDENT OR ASSAULT

If a teacher sustains an accident on the job, he/she is covered by Worker's Compensation if he/she so chooses.

Any teacher who is unable to continue his/her contract of employment as a result of injury sustained in the reasonable performance of his/her duties from an assault by a pupil, relative of a pupil, or person of the pupil's household, or as a result of attempting to stop a fight or any disturbance related to a school function, shall be paid in full for such time lost, and such paid absence shall be in no event deducted from any leave benefits to which such teacher is entitled, not to exceed the contracted school year.

5.30 LEAVE OF ABSENCE

Upon written request made through the principal's office, a career teacher shall be granted a leave of absence without pay for one school year. Leave of absence shall be granted for the following reasons:

- A. Personal illness or injury,
- B. Child rearing,
- C. Adoption/home adaptation,
- D. Involuntary military service,
- E. Serving in public office,
- F. Professional development,
- G. Educational travel,
- H. Serving as a full-time elected officer of a professional educational organization at the state or national level,
- I. Need to care for a member of the immediate family who is ill or injured,
- J. Other reasons deemed appropriate by the Board.

In all cases of leave of absence without pay, the leave may be for a shorter period of time than requested if it is in the best of interest of both the teacher and the District for the teacher to return early, and if a vacancy exists for which the teacher is qualified.

The teacher on leave of absence shall be assigned his/her same teaching position or assignment, if possible. The returning teacher shall not lose any seniority rights due him/her. No steps may be earned during the leave of absence and no compensation will be paid the teacher during the leave.

During a leave of absence without pay, the teacher shall be entitled to maintain, at his/her own expense, coverage under any district-sponsored insurance program in which he/she was enrolled at the time of beginning leave.

Teachers on leave of absence who wish to return to duty the next school year must sign an availability form, on the same time schedule as those teachers regularly employed and working in the school system. The availability form shall be mailed to the teacher prior to the date it is due by the superintendent's office.

5.40 MATERNITY LEAVE

Upon written request, a teacher shall be granted a maternity leave of absence without pay not to exceed one school year. The Board may request a doctor's statement certifying pregnancy.

5.41 CONTINUATION OF EMPLOYMENT WHILE PREGNANT

A teacher who is pregnant and elects not to take maternity leave of absence may continue to be employed upon the following conditions:

Upon request, not to exceed once per month, a doctor's certificate shall be filed with the principal certifying that said teacher is physically capable of performing duties to which she is assigned.

5.50 PERSONAL LEAVE

Three (3) days of personal leave may be used by a teacher for personal business each year. Teachers will not be required to state their reasons for use of these days. Teachers will provide notice of intent to take personal leave by the end of the school day two school days prior to the leave. If notice is received in less than two school days, reasons for the requested leave will be provided. Unused personal leave days shall be converted to sick leave, not to exceed the limits of accumulated leave. No personal leave may be taken for less than one-half (1/2) day.

The three (3) personal leave days may not be used during the first and last five days with students or during State mandated testing if the teacher is a test administrator. If a teacher proceeds with leave and actually takes leave that has been denied, this would result in a reduction in salary equal to 1/183 of the teacher's salary for each day's absence and would constitute grounds for immediate termination or non-renewal of contract based on neglect of duty. Nothing in the foregoing leave policy shall deny an individual of due process.

Exceptions to the first and last five days restrictions may be granted by the Superintendent or designee for special and compelling circumstances on an individual basis. The teacher shall submit a written request with explanation through the site principal to the superintendent or designee. The request must be received at least five days prior to the requested leave date.

5.51 INCENTIVE FOR UNUSED PERSONAL LEAVE

Any member of the bargaining unit who does not use all of his/her personal leave during the school year may receive a incentive stipend of forty dollars (\$40.00) for each day of unused personal leave up to a maximum of one-hundred twenty dollars (\$120.00).

A member may request that his/her unused personal leave be transferred into his/her accumulated sick leave account in lieu of an incentive cash payment.

Payment of this stipend will be made in June of the school year in which it was earned.

5.52 ADDITIONAL PERSONAL LEAVE

One additional personal leave day shall be provided to those teachers who have 26 or more years of experience (as per the SDE certified personnel report).

5.60 EMERGENCY LEAVE

A teacher may request three (3) days of emergency leave from his/her principal. A request for this emergency leave must be made in writing. The request must be based on causes and/or circumstances over which said employee has no reasonable choice but to be absent from assigned duty, or due to causes and /or circumstances over which said employee cannot reasonably be expected to care for the matter at a time other than during said employee's regular assigned duty period. The teacher must sign the request and submit it to the principal, who will submit the request to the superintendent for approval. In the case of extreme emergency, leave may be granted upon oral request and a written form will be filed as soon as possible.

No emergency leave will be taken for less than one-half (1/2) of a day. The teacher shall receive his/her full contract salary less the amount actually paid a substitute teacher for up to three (3) days. If no substitute is employed, the teacher shall receive his/her full contract salary less the amount of a Class C substitute teacher. Emergency leave may not be used in lieu of sick leave. Any emergency leave taken in excess of three (3) days will result in the deduction of one/one hundred eighty-third (1/183) of the teacher's salary for each day's absence.

5.70 BEREAVEMENT LEAVE

Each teacher shall be granted up to seven (7) days bereavement leave. These seven days will be taken against the teacher's accumulative sick leave.

Bereavement leave will be granted in the case of the following:

- A. Spouse
- B. Child or child's spouse
- C. Parent or parent's spouse
- D. Grandchild or grandchild's spouse
- E. Great-grandparent or great-grandparent's spouse
- F. Grandparent or grandparent's spouse
- G. Brother or brother's spouse
- H. Sister or sister's spouse
- I. Niece or niece's spouse
- J. Nephew or nephew's spouse
- K. Uncle or uncle's spouse
- L. Aunt or aunt's spouse
- M. The following relatives of a teacher's spouse: child, parents, grandchild, grandparents, great-grandchild, great-grandparents, brother, sister, niece, nephew, uncle, and aunt
- N. Any person residing in the home with the teacher
- O. Others, at the discretion of the site administrator.

5.80 PROFESSIONAL LEAVE

A total of one hundred (100) Professional Days shall be allotted to the teachers and counselors of the District. Each school site shall have the number of professional days allotted by the following formula:

Pre-K + Kindergarten + Regular Membership divided by the Total Membership times 100, rounded to the nearest whole day.

Membership is as of October 1.

A list of days used and by whom shall be provided by the principal at each site to any teacher upon request.

Teachers "required" by the district (as determined by the site principal and the assistant superintendent) to attend specific professional development activities (excluding designated professional development day activities) shall have the following expenses paid by the school district:

- A. Conference/workshop registration fees.
- B. Mileage at the state rate, if personal car is used.
- C. Meals reimbursed up to \$25.00 per day (with proper receipts).
- D. Lodging up to \$50.00 per day or convention rate (with proper receipts).
- E. Parking (with proper receipts).
- F. Ground transportation, if pre-approved (with proper receipts).

An appropriate stipend (as determined by the assistant superintendent) may be paid in lieu of the above.

5.90 JURY DUTY AND COMPENSATION

If a teacher absent on jury duty needs a substitute, this substitute will be paid by the school district. The teacher will incur no loss of salary and shall be entitled to keep all monies paid by the court for jury services.

A teacher will be paid by the district for only the actual number of days of jury duty for which he/she has been reimbursed by the court. If the teacher is excused from jury duty for an entire day, he/she is expected to be at his/her assignment.

VI. CURRICULUM

6.10 TEXTBOOK SELECTION

6.11 ELEMENTARY

Textbook will be voted on "only" by the teachers teaching or who will be teaching that subject matter, by special education teachers using that textbook, and by the principal and assistant principal."

6.12 SECONDARY SCHOOLS

Textbooks will be voted on by departments for secondary schools after collaborating on State Standards.

6.20 SUPPLEMENTARY MATERIALS

Within the Board approved operating budget, the district shall provide to each school the supplies, materials and equipment necessary for teaching, as determined by the staff and principal. This includes supplies, materials and equipment for students whose needs are above or below their grade placement.

VII. WORKING CONDITIONS

7.10 CALENDAR

The administration shall consult with representatives of the ACT in preparing an instructional calendar for presentation to the Board of Education for approval.

7.20 WORK DAY

The teacher's assigned workday shall consist of seven seven hours and 55 minutes (7:55). Teachers may be released prior to the end of the workday at the discretion of their site principal. The employer agrees that there is a need for research, planning, meeting with parents, material gathering, consultation with various specialists and other activities, therefore teachers shall not be required to be in the classroom until five (5) minutes before classes start. Adjusting the length of the assigned work day for instructional hours lost due to school cancellations or school calendar adjustments are options for the Board of Education to consider. The Board of Education will confer with the ACT for any proposed change in the length of the assigned work day due to school calendar changes.

This does not exempt teachers from special meetings called by site principals. Site principals are encouraged to

keep meetings within working hours and to limit special meetings/events, which require teachers' presence. When meetings go beyond the contracted workday teachers, at the discretion of their site principal may be released early at a later date.

Each teacher must check in upon initial arrival. Each teacher will sign out and sign back in whenever he/she leaves campus.

7.21 PLANNING PERIOD

Each teacher in elementary and intermediate schools of the Choctaw / Nicoma Park school district shall have a total of 55 minutes of planning time, of which 30 minutes will be consecutive whenever possible, during the regular school day.

Each teacher in the District middle and senior high schools shall have a 55 consecutive minute planning period each school day.

7.22 LUNCH PERIOD

Each teacher shall be provided at least thirty (30) consecutive minutes for duty-free lunch the equivalent of four (4) out of five (5) days. If this schedule is not attainable, those teachers assigned for additional duty will be compensated \$5.00 (five dollars) per thirty-minute duty in excess of the 4/5 ratio.

A teacher may leave the school campus during his/her lunch period. The teacher shall sign out and sign in through the office when leaving and returning to campus.

7.23 CONFERENCES

Conferences deemed necessary shall be arranged by the teacher, the principal, or the principal's designee. When the conference is scheduled, such conference should be scheduled during the regular school day, including planning time. All participants shall be consulted as to the time for the conference before a definite time is set. Teachers shall not be required to attend conferences scheduled outside of the negotiated workday unless they involve special needs, discipline needs, or academic needs. Teachers with extenuating circumstances shall be excused.

7.24 PARENT/TEACHER CONFERENCE DAY

On scheduled Parent/Teacher Conference Day (maximum of two (2) per school year), a majority staff vote may be taken to change the normal workday hours in order to allow parents and teachers more of an opportunity to discuss student progress. Conference hours shall be posted at least nine-weeks before the scheduled conference date.

Teachers shall be able to schedule a thirty (30) minute period during these workdays for an evening meal.

7.30 STUDENT DISCIPLINE

In order to implement board policy, each school shall develop definite discipline guidelines, which delineate steps, which may be taken in response to disruptive behavior. These guidelines shall not be changed unilaterally. The site steering committee shall review site discipline at their regularly scheduled meetings.

The District Secondary Discipline Committee and the Elementary Discipline Committee shall meet a minimum of once a year to review the District's discipline policies and guidelines.

Each of these committees will include a representative from each site steering/discipline committee, a site administrator, and the assistant superintendent. The committee shall include one ACT member from each site. A written report shall be given to the Board and the ACT after each meeting.

No terms or conditions of this agreement shall in any way negate the existing Board/Association appointed District Secondary and Elementary Discipline Committees.

7.31 REMOVAL FOR DISRUPTIVE BEHAVIOR

A student shall be removed from class and turned over to the principal or assistant principal when, in the judgment of the teacher, the student is interfering with the teaching/learning process for the majority of the class. At the time of removal, the teacher may request that the student not be returned to the classroom until a conference is held between the teacher, the parent, and the principal or assistant principal. The final decision rests with the principal or assistant principal. Principals and assistant principals are encouraged to give consideration to teacher recommendations.

7.32 STUDENT BEHAVIOR RECORD

Should any student be sent to the office with a written disciplinary referral, the sending teacher shall annotate the action taken prior to sending the student to the administrator and the administrator will record the action taken and a copy returned to the sending teacher. Should any student be suspended or the Board is queried concerning behavior or discipline, a copy of the student's behavior record shall be forwarded for the Board's consideration.

The Behavior Record shall remain a part of the student's record only through the following divisions: PK-2, 3-5, 6-8, and 9-12.

7.33 REIMBURSEMENT FOR PROPERTY

When an employee's personal property is stolen, damaged, or destroyed at school or a school sponsored function, the District shall make every effort to see that the person responsible is identified and required to make restitution. The student(s) involved shall be disciplined by the site principal with input from the employee involved.

7.40 DRESS CODE

All teachers in the District schools shall dress in attire that is professionally appropriate to the teaching activity in which they are engaged.

Jeans may be worn on special days such as:

- A. Individual teacher's request for art projects,
- B. Non-teaching inventory and cleaning days,
- C. Field trips,
- D. Inclement weather - defined as snow, ice or wind-chill below 20 Degrees Fahrenheit.

The principal may sanction additional jeans days.

Definition of Jeans: Jeans shall be defined as any pants made from blue denim fabric.

The P.E. teacher shall be permitted to wear mid-thigh shorts or warm-up suits. P.E. teachers and coaches shall be permitted to wear mid-thigh shorts while engaged in activities relating to their physical education classes or coaching duties.

When the teaching activity presents a potential hazard to the teacher's clothing or safety, that teacher can alter these restrictions on a temporary basis. (Example: Shop and Physical Education classes.)

7.50 FACILITIES

7.51 HEALTH AND SAFETY CONDITIONS

The District agrees to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. The recommendations of the site safety committees shall regularly be brought before the site faculties and discussed and progress reported.

School campuses shall be maintained to safe conditions as determined by proper regulatory authority. All hazardous conditions shall be corrected immediately.

Teachers shall report to their principals, in writing on proper maintenance forms, any hazardous conditions existing.

All classrooms shall be equipped with a warning and communication system. For the safety of the children, there should be appropriate places designated for picking up and leaving children at each school site.

During each school year, the district shall solicit community, state and Federal agencies for safety inspections of all district sites and equipment. Reports from said inspections shall be posted at each applicable site.

7.52 SCHOOL NURSES

At each school site there shall be provided an area designated as a nurse's station. It shall be supplied with:

In the event emergency care is needed, and the nurse is absent, any available personnel shall function in her place.

Minor illnesses, injuries, and parental contact shall be handled by the office personnel when notified by a teacher who is unable to leave his/her assigned duty.

7.53 DRILLS

Emergency drills shall be held according to the current year's school law.

7.54 ACCESS TO BUILDING

Each teacher, at his/her request, may check out on a need basis a key to his/her school building and to his/her room. Teachers may use their classroom facilities for tutoring or giving various lessons outside of contract hours in accordance with facilities use policy.

7.55 TEACHING SUPPLIES

A list of all supplies or equipment, which the teacher desires to be purchased, shall be presented to the school principal in writing. This should be done before the teacher leaves at the end of school so the needed supplies will be available to start the next school year. The teacher is responsible for keeping the principal informed on current and future needs in his/her department or room. This is subject to principal's budget and approval.

7.56 FACULTY RESTROOMS

Each school site shall have a restroom for teachers' use only to be added with each new bond proposal until need no longer exists.

7.60 NON-CLASSROOM DUTIES

7.61 ENROLLMENT

Each student enrolling after the school year begins shall be enrolled by the office staff.

7.62 DISTRIBUTION OF NON-EDUCATIONAL MATERIALS

No teacher shall be required to pass out non-educational materials to his/her classes. The determination of whether materials are educational or non-educational will be the responsibility of the site principal. As a community service, each teacher may designate a place in his/her room for placement of such non-educational materials for the students to take.

7.63 ENTRY YEAR PROGRAM

7.631 MENTOR TEACHERS

The Association shall provide a list of master teachers at each site willing to serve as mentor teachers each year in accordance with the law.

7.70 WORKING CONDITIONS

Regular classroom district count will include all students or student equivalent attending class for at least one-half of the instructional day.

VIII. FRINGE BENEFITS

8.10 RETIREMENT CONTRIBUTION

The District Board of Education shall pay for each teacher his/her full annual contribution to the Oklahoma Retirement System. All step increases and extra duty and stipend increments shall be added to the base salary. The District shall not deduct any retirement contribution from said salary.

8.20 REDUCED SALARY CAFETERIA PLAN

All employees of the Choctaw/Nicom Park Public School District shall be eligible for participation in the District's Reduced Salary Cafeteria Plan (Plan). An employee may contribute any portion of their salary into this Plan up to the District Plan limits of Internal Revenue Service limits tax deferred. These benefits may include:

- A. Medical and health care plans
- B. Salary protection
- C. Cancer insurance
- D. Term life insurance
- E. Un-reimbursed medical
- F. Dependent care
- G. Other tax-deferred programs allowed by the District's Plan

Any contributions above the limits of the Plan and contributions to those entities not included in the Plan shall not be tax sheltered. Additionally, any voluntary contribution to entities outside the District's Plan or those entities not specifically referenced in this document shall not be eligible for payroll deductions.

Upon signing the salary reduction cafeteria plan agreement for tax-sheltered benefits, agreement is made not to change or withdraw from the program for the current fiscal year. This does not preclude changes allowed by law or the District's Cafeteria Plan. Any premium increases will be payroll deducted until the following fiscal year.

Board policy prohibits the selling of various products and services by representatives of cafeteria plans and annuity companies during the school day at school sites. However, in order to provide adequate information upon which to base informed decisions, representatives from all companies allowed by the District's Plan may be allowed to distribute product literature during the months of March and April for Pre-enrollment. In addition, the District's Plan representative will also be available at the school sites in April for enrollment purposes. This section of the contract is based on current state and federal laws. Changes in these laws will supersede any language in this contract.

8.30 PAYROLL DEDUCTIONS

Each teacher has the option to request the following payroll deductions:

- A. Annuities - allowed by law
- B. ACT/OEA/NEA dues
- C. EPAC

A teacher may continue his/her optional payroll benefits during an approved leave of absence, provided the employee makes full premium payments. Such payments will be paid to the Board of Education who in turn makes payments to the carrier.

8.40 DIRECT DEPOSIT

Net monthly pay may be directly deposited to the following institutions:

- A. Any authorized banking institution in accordance with district procedures.

8.50 REIMBURSEMENT FOR SICK LEAVE UPON RETIREMENT

Upon retirement from the Choctaw / Nicoma Park Public Schools, teachers shall receive \$40 for each unused sick leave day over 60 days and \$25 for each unused sick leave day numbering 60 and below accumulated during his/her employment in District I-4.

Retirement shall be defined as:

Such time when a teacher qualifies and files for retirement under the rules and regulations of the Oklahoma Teacher Retirement System.

Copies must be submitted to the Finance Office.

8.60 PAYMENT OF LEAVE ON TERMINATION (exclusive of Retirement)

In order to encourage employees to accumulate the maximum leave possible, any leave accumulated shall be considered as having a cash value upon termination of employment according to the following schedule:

- A. Sixty (60) days or less will have no cash value,
- B. Above sixty (60) days shall have cash value of \$20 per day.

Payment for leave upon termination shall be paid in June of the school year in which a member of the bargaining unit leaves the Choctaw / Nicoma Park School District.

If any member of the bargaining unit chooses to transfer all or any part of his /her accumulated leave to another district, said member shall not be reimbursed for days transferred.

8.70 HEALTH INSURANCE

Choctaw / Nicoma Park School District shall participate in the Oklahoma State and Education Employees Group Insurance Program.

8.71 NON-PARTICIPATING EMPLOYEES

If the employee is not required by state guidelines and chooses not to join the district approved health insurance program, the benefit amount can be utilized for any district authorized benefit (salary protection, cancer insurance, etc.) or can be added to the gross salary of the employee. Individuals working less than six (6) hours per day choosing not to participate in the health insurance program will receive a prorated share of the district benefit.

IX. COMPENSATION

9.10 PAY PERIODS

The Board shall issue each teacher his/her monthly check on the 25th day of each month or the last working day before the 25th day of each month.

Teacher salary will be computed over twelve (12) pay periods.

9.20 COMPENSATION

The compensation of all persons covered by this contract is set forth in Appendix 11.30 which is attached hereto and made a part hereof.

9.21 SALARY ADJUSTMENTS

The hours above a degree as noted on the Salary Schedule (11.30) must be graduate hours earned after the degree is granted and be recognized as hours toward certification or a post-graduate degree. In order for salary adjustments to be figured and paid to the teacher, an official letter of confirmation or transcript from the college or university registrar's office must be received by the superintendent's office on or before September 10 for the first semester, and on or before January 10 for the second semester. The official letter of confirmation must include the following information:

- A. Number of hours above degree, or
- B. Degree earned.

The official transcript of completed work must be presented to the personnel office by September 20 for first semester and January 20 for second semester. Adjustments received at mid-term will be one-half (1/2) the normal yearly increments, and will be evenly distributed over the remaining checks.

The above dates may possibly need to be adjusted on a yearly basis to allow the Finance Office to make proper adjustments.

9.30 PROFESSIONAL DEVELOPMENT STIPEND

All members of the bargaining unit who earn fifteen (15) professional development points during the school year shall be paid a stipend of \$300.00 (three hundred dollars) based upon the following:

Payment of this stipend shall be made when the Superintendent and the President of the Association or their designees meet prior to the close of the fiscal budget and determine that at least a 9% (nine percent) fund balance carried over for the year.

If a teacher is employed after the beginning of the school year and is unable to earn the required 15 points, the teacher will be entitled to a prorated stipend if he/she meets the minimum number of prorated points required by the District.

The value of prorated stipend points will be \$20.00 (twenty-dollars) per point.

If a teacher fails to meet the 15-point requirement or the prorated minimum number set by the District, he/she forfeits his/her right to all or any portion of this stipend.

X. MISCELLANEOUS

10.10 VARIATION IN STUDENT SCHEDULE

A student shall not be removed from his/her regular class or classes by another teacher except to attend a special class, to receive the benefit of professional educational services, or to attend an activity sanctioned by the principal.

10.20 REPORT CARDS

10.30 RETENTION

Retention may be necessary for a student who has made unsatisfactory academic achievement in grades kindergarten through eight in light of his/her potential for learning. The individual should be carefully evaluated before being promoted to the next grade or level of instruction. The age, physical development, emotional maturity, social adjustment, attitude, individual progress folder, attendance record, standardized test scores and grades of the child should be considered in each case.

A parent or guardian's request not to have the child retained will be considered. If granted, the parent or guardian will be required to sign a release form (see Appendix 11.40) relieving the school and the teacher of responsibility. This article does not supersede state law.

10.40 POLICY BOOK

Each teacher shall be provided access to four copies of the current district policy book at his/her site. These copies shall be located as follows: (1) with the ACT site representative; (2) in the media center, (3) in the teacher workroom, and (4) in the Principal's office. Updates shall be forwarded as adapted to the site administrator for posting.

10.50 STEERING COMMITTEES

A steering committee shall be established at each site to disseminate information and provide a forum for discussion. This committee shall be comprised of the grade level chairs in elementary buildings as indicated below, the team leaders in middle schools buildings, and the department heads at the high school or one (1) representative from each department in secondary buildings; teachers of special programs shall be represented proportionately. Two members will be selected from a list of at least five teachers designated by the entire faculty. This election will be administered by the ACT building representative. These representatives shall be selected by the site administrator at the beginning of each school year. The steering committee shall meet with the site administrator or his/her designee at least once each month throughout the school year.

Choctaw Elementary

1-for 4th/5th
1-for 2nd/3rd
1-for PreK/K/1st
1-for Special Ed.
1-for other teachers

James Griffith Intermediate

1-for 5th
1-for 4th
1-for 3rd
1-for other teachers

Indian Meridian Elementary

1-for 2nd
1-for 1st
1-for K
1-for PreK
1-for other teachers

Westfall

1-for 4th/5th
1-for 2nd/3rd
1-for PreK/K/1st
1-for other teachers

Nicoma Park Intermediate

1-for 5th
1-for 4th
1-for 3rd
1-for other teachers

Nicoma Park Elementary

1-for 2nd
1-for 1st
1-for PreK/K
1-for other teachers

IX. APPENDIX

11.10 OKLAHOMA STATUTES

TITLE 70 OKLAHOMA STATUTES, SECTION 509.1

School District Employer-Employee Relations.

It is the purpose of this act to strengthen methods of administering employer-employee relations through the establishment of an orderly process of communications between school employees and the school district. The district courts are vested with jurisdiction to prevent and restrain violation of this act and shall have jurisdiction in all other cases arising under this act to grant relief to the employer or recognized employee organization for violations of this act using procedures set forth in Sections 1381 through 1397 of Title 12 of the Oklahoma Statutes.

Negotiations Representative of Professional Educators - Bargaining Representatives.
Section 509.2

The local board of education shall recognize an employee organization designated by an election of the employees in an appropriate bargaining unit as the exclusive representative of all the employees in such unit. The members of an employee organization shall be employees as defined in paragraphs 1, 2, and 3 of this subsection. The recognition of such employee organization shall be made by the local board no later than fourteen (14) days after said election. Any person who desires not to be represented by any organization may so state in writing to his board of education. Appropriate bargaining units are defined as follows; however, such definition shall not be construed, of itself, as requiring that bargaining units engage in bargaining or act to disengage from bargaining:

- A. Employees who are employed and certified as principal and assistant principals and who have responsibilities for the supervision of classroom teachers shall constitute an appropriate unit;
- B. All other employees who are required by the position in which employed to be licensed or certified as teachers or entry year teachers as those terms are defined in Section 1-116 of this title and who do not hold supervisory authority with respect to other teachers in the district shall constitute an appropriate unit.
- C. All other employees who do not have formal responsibility for making recommendations concerning the employment status of other employees of the district shall constitute an appropriate unit.
- D. No organization which at the time this act takes effect is representing a bargaining unit as a result of having gained recognition on the basis of signed authorization or secret ballot election and is in the process of collective bargaining for the 1986-87 school year shall be subject to the election provisions of this section until collective bargaining for the 1986-87 school year has ended.

SECTION 3. AMENDATORY 70 O.S. 1981, Section 509.6, is amended to read as follows:

Once an organization has been recognized, the board of education or its duly designated representative must meet with the duly designated representative of the organization and within sixty (60) days shall complete an agreement outlining negotiation procedures. The board of education and the representatives of the organization must negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

SECTION 5. AMENDATORY 70 O.S. 1981, Section 509.8, is amended to read as follows:

Section 509.8 The procedure provided for herein for resolving impasses shall be the exclusive recourse of the organization. It shall be illegal for the organization to strike or threaten to strike as a means of resolving differences with the board of education. Any member of an organization engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the organization or its members engage in a strike, then the organization shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with such organization or its representatives.

SCHOOL LAWS OF OKLAHOMA 1984,

SECTION 99. DISMISSAL OR NON-REEMPLOYMENT OF TEACHERS - GROUNDS

- A. Subject to the provisions of Sections 6-102.1 through 6-102.12 of Title 70 of the Oklahoma Statutes, any teacher may be dismissed at any time or not reemployed for immorality, willful neglect of duty, cruelty, incompetence, teaching disloyalty to the American Constitutional System of government, or any reason involving moral turpitude and any teacher shall be dismissed at any time or not reemployed if convicted of a felony, or if convicted of a felony resulting from a felony violation of the narcotics laws of the United States or the State of Oklahoma. The provisions of Sections 1 and 2 shall not apply to any offense for which a presidential or gubernatorial pardon has been issued.

Board of Education can refuse to renew contract of teachers, whether probationary or tenured, when teaching position is to be eliminated. June 1, 1979 (AG Op. No.. 79-151)

Repeated tardiness of teacher can amount to willful Neglect of Duty. 657 P. 2d 1208

SECTION 6. AMENDATORY 70 O.S. 1981, Section 509.9, is amended by Section 2, Chapter 120, O.S.L. 1983 (70 O.S. Supp. 1985, Section 509.9), is amended to read as follows:

Section 509.9 No employee shall be discriminated against by the board of education, superintendent or any employee organization, its officers or any member thereof because of his exercise or non-exercise of rights under this act. It shall be prohibited for an employee organization, employee or employer to impede, restrain or coerce an employer or employees in the exercise of the rights guaranteed in Section 509.1 through 509.10 of this title.

A COPY OF THE SCHOOL LAWS OF OKLAHOMA SHOULD BE IN YOUR PRINCIPAL'S OFFICE, IF YOU HAVE FURTHER NEED FOR INFORMATION.

11.20 SALARY SCHEDULE - TOTAL COMPENSATION*

STEP	BS	BS+15	MS	MS+15	MS+30	DR
0	\$32,736.56	\$33,063.93	\$34,700.76	\$35,355.49	\$36,010.22	\$37,319.68
1	\$32,932.98	\$33,262.31	\$34,908.96	\$35,567.62	\$36,226.28	\$37,543.60
2	\$33,328.18	\$33,661.46	\$35,327.87	\$35,994.43	\$36,661.00	\$37,994.13
3	\$33,728.12	\$34,065.40	\$35,751.81	\$36,426.37	\$37,100.93	\$38,450.05
4	\$34,132.86	\$34,474.18	\$36,180.83	\$36,863.48	\$37,546.14	\$38,911.46
5	\$34,542.45	\$34,887.87	\$36,615.00	\$37,305.85	\$37,996.69	\$39,378.39
6	\$34,956.96	\$35,306.53	\$37,054.38	\$37,753.52	\$38,452.66	\$39,850.93
7	\$35,376.44	\$35,730.21	\$37,499.03	\$38,206.56	\$38,914.09	\$40,329.14
8	\$35,800.96	\$36,158.97	\$37,949.02	\$38,665.04	\$39,381.06	\$40,813.09
9	\$36,230.57	\$36,592.88	\$38,404.41	\$39,129.02	\$39,853.63	\$41,302.85
10	\$36,665.34	\$37,031.99	\$38,865.26	\$39,598.57	\$40,331.87	\$41,798.49
11	\$37,105.32	\$37,476.38	\$39,331.64	\$40,073.75	\$40,815.85	\$42,300.07
12	\$37,550.59	\$37,926.09	\$39,803.62	\$40,554.63	\$41,305.64	\$42,807.67
13	\$38,001.19	\$38,381.21	\$40,281.26	\$41,041.29	\$41,801.31	\$43,321.36
14	\$38,457.21	\$38,841.78	\$40,764.64	\$41,533.78	\$42,302.93	\$43,841.22
15	\$38,918.69	\$39,307.88	\$41,253.82	\$42,032.19	\$42,810.56	\$44,367.31
16	\$39,385.72	\$39,779.58	\$41,748.86	\$42,536.58	\$43,324.29	\$44,899.72
17	\$39,858.35	\$40,256.93	\$42,249.85	\$43,047.01	\$43,844.18	\$45,438.52
18	\$40,336.65	\$40,740.01	\$42,756.85	\$43,563.58	\$44,370.31	\$45,983.78
19	\$40,820.69	\$41,228.89	\$43,269.93	\$44,086.34	\$44,902.76	\$46,535.58
20	\$41,310.54	\$41,723.64	\$43,789.17	\$44,615.38	\$45,441.59	\$47,094.01
21	\$41,806.26	\$42,224.32	\$44,314.64	\$45,150.76	\$45,986.89	\$47,659.14
22	\$42,307.94	\$42,731.02	\$44,846.41	\$45,692.57	\$46,538.73	\$48,231.05
23	\$42,815.63	\$43,243.79	\$45,384.57	\$46,240.88	\$47,097.20	\$48,809.82
24	\$43,329.42	\$43,762.71	\$45,929.18	\$46,795.77	\$47,662.36	\$49,395.54
25	\$43,849.37	\$44,287.87	\$46,480.34	\$47,357.32	\$48,234.31	\$49,988.28
26	\$44,375.57	\$44,819.32	\$47,038.10	\$47,925.61	\$48,813.12	\$50,588.14
27	\$44,908.07	\$45,357.15	\$47,602.56	\$48,500.72	\$49,398.88	\$51,195.20
28	\$45,446.97	\$45,901.44	\$48,173.79	\$49,082.73	\$49,991.67	\$51,809.54
29	\$45,992.33	\$46,452.26	\$48,751.87	\$49,671.72	\$50,591.57	\$52,431.26
30	\$46,544.24	\$47,009.68	\$49,336.89	\$50,267.78	\$51,198.66	\$53,060.43
31	\$47,102.77	\$47,573.80	\$49,928.94	\$50,870.99	\$51,813.05	\$53,697.16
32	\$47,668.00	\$48,144.68	\$50,528.08	\$51,481.44	\$52,434.80	\$54,341.53
33	\$48,240.02	\$48,722.42	\$51,134.42	\$52,099.22	\$53,064.02	\$54,993.62
34	\$48,818.90	\$49,307.09	\$51,748.03	\$52,724.41	\$53,700.79	\$55,653.55
35	\$49,404.73	\$49,898.77	\$52,369.01	\$53,357.11	\$54,345.20	\$56,321.39
36	\$49,997.58	\$50,497.56	\$52,997.44	\$53,997.39	\$54,997.34	\$56,997.25

* An additional \$1,000 in total compensation will be added to the above salary schedules for teachers obtaining National Board Certification after June 30, 2013.

NOTES FOR THE 2016-2017 ACT CONTRACT

NOTE 1. The attached schedule reflects the total compensation (base salary + teachers' retirement paid by the district and the state) for each lane and step.

NOTE 2. For the 2016-2017 contract year experience shall equal step up to the top step of the schedule by lane.

NOTE 3. No teacher shall receive less in contracted total compensation for the 2016-2017 year than he/she received for the 2015-2016 year unless necessitated by a change in assignment or length of the employment contract.

NOTE 4. For the 2016-2017 contract year the district shall pay each certified employee additional compensation in accordance with the attached chart. The years of experience shall be the number of years experience reported on the Certified Personnel Report. In accordance with state law, this shall be paid in addition to the total compensation salary schedule.

NOTE 5. For the 2016-2017 contract year, all certified employees enrolled in the state insurance plan and eligible to receive the Flexible Benefit Allowance (FBA) as determined by state law and the State Department of Education will receive 100% of the cost of employee health insurance up to the premium of Health Choice High. Those employees who are eligible, but not enrolled in the state insurance plan, shall receive a FBA of \$69.71 per month (\$836.52 per year) in addition to the salary schedule.

**FY 2016-17 A.C.T. SALARY SCHEDULE
BACHELOR'S DEGREE*
(172 DAYS; 7.92 HOURS/DAY)**

STEP	DISTRICT BASE PAY	DISTRICT PAID RETIRE	STATE PAID RETIRE	TOTAL COMPEN- SATION*	ADD'L COMP (OFFSET)	FLEXIBLE BENEFIT	
						FLEX CASH**	FLEX BEN**
0	\$30,445.00	\$2,231.41	\$60.15	\$32,736.56	\$60.15	\$836.52	\$6,322.56
1	\$30,627.67	\$2,201.90	\$103.41	\$32,932.98	\$103.41	\$836.52	\$6,322.56
2	\$30,995.20	\$2,187.33	\$145.65	\$33,328.18	\$145.65	\$836.52	\$6,322.56
3	\$31,367.14	\$2,172.82	\$188.15	\$33,728.12	\$188.15	\$836.52	\$6,322.56
4	\$31,743.55	\$2,155.98	\$233.33	\$34,132.86	\$233.33	\$836.52	\$6,322.56
5	\$32,124.47	\$2,139.22	\$278.76	\$34,542.45	\$278.76	\$836.52	\$6,322.56
6	\$32,509.97	\$2,121.73	\$325.26	\$34,956.96	\$325.26	\$836.52	\$6,322.56
7	\$32,900.09	\$2,103.54	\$372.82	\$35,376.44	\$372.82	\$836.52	\$6,322.56
8	\$33,294.89	\$2,084.63	\$421.44	\$35,800.96	\$421.44	\$836.52	\$6,322.56
9	\$33,694.43	\$2,065.03	\$471.12	\$36,230.57	\$471.12	\$836.52	\$6,322.56
10	\$34,098.76	\$2,044.71	\$521.87	\$36,665.34	\$521.87	\$836.52	\$6,322.56
11	\$34,507.94	\$2,023.71	\$573.67	\$37,105.32	\$573.67	\$836.52	\$6,322.56
12	\$34,922.04	\$2,002.01	\$626.54	\$37,550.59	\$626.54	\$836.52	\$6,322.56
13	\$35,341.10	\$1,979.61	\$680.48	\$38,001.19	\$680.48	\$836.52	\$6,322.56
14	\$35,765.20	\$1,956.54	\$735.47	\$38,457.21	\$735.47	\$836.52	\$6,322.56
15	\$36,194.38	\$1,932.78	\$791.53	\$38,918.69	\$791.53	\$836.52	\$6,322.56
16	\$36,628.71	\$1,908.36	\$848.65	\$39,385.72	\$848.65	\$836.52	\$6,322.56
17	\$37,068.26	\$1,883.26	\$906.83	\$39,858.35	\$906.83	\$836.52	\$6,322.56
18	\$37,513.08	\$1,857.50	\$966.07	\$40,336.65	\$966.07	\$836.52	\$6,322.56
19	\$37,963.23	\$1,831.07	\$1,026.38	\$40,820.69	\$1,026.38	\$836.52	\$6,322.56
20	\$38,418.79	\$1,803.99	\$1,087.75	\$41,310.54	\$1,087.75	\$836.52	\$6,322.56
21	\$38,879.82	\$1,776.26	\$1,150.18	\$41,806.26	\$1,150.18	\$836.52	\$6,322.56
22	\$39,346.37	\$1,747.88	\$1,213.68	\$42,307.94	\$1,213.68	\$836.52	\$6,322.56
23	\$39,818.53	\$1,718.87	\$1,278.23	\$42,815.63	\$1,278.23	\$836.52	\$6,322.56
24	\$40,296.35	\$1,689.22	\$1,343.85	\$43,329.42	\$1,343.85	\$836.52	\$6,322.56
25	\$40,779.91	\$1,658.93	\$1,410.53	\$43,849.37	\$1,410.53	\$836.52	\$6,322.56
26	\$41,269.27	\$1,627.77	\$1,410.53	\$44,375.57	\$1,410.53	\$836.52	\$6,322.56
27	\$41,764.50	\$1,596.04	\$1,410.53	\$44,908.07	\$1,410.53	\$836.52	\$6,322.56
28	\$42,265.67	\$1,564.76	\$1,410.53	\$45,446.97	\$1,410.53	\$836.52	\$6,322.56
29	\$42,772.86	\$1,533.94	\$1,410.53	\$45,992.33	\$1,410.53	\$836.52	\$6,322.56
30	\$43,286.14	\$1,503.57	\$1,410.53	\$46,544.24	\$1,410.53	\$836.52	\$6,322.56
31	\$43,805.57	\$1,473.67	\$1,410.53	\$47,102.77	\$1,410.53	\$836.52	\$6,322.56
32	\$44,331.24	\$1,444.24	\$1,410.53	\$47,668.00	\$1,410.53	\$836.52	\$6,322.56
33	\$44,863.21	\$1,415.28	\$1,410.53	\$48,240.02	\$1,410.53	\$836.52	\$6,322.56
34	\$45,401.57	\$1,386.80	\$1,410.53	\$48,818.90	\$1,410.53	\$836.52	\$6,322.56
35	\$45,946.39	\$1,359.81	\$1,410.53	\$49,404.73	\$1,410.53	\$836.52	\$6,322.56
36	\$46,497.75	\$1,333.31	\$1,410.53	\$49,997.58	\$1,410.53	\$836.52	\$6,322.56

* An additional \$1,000 in total compensation will be added to the above salary schedules for teachers obtaining National Board Certification after June 30, 2013.

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**FY 2016-17 A.C.T. SALARY SCHEDULE
BACHELOR'S DEGREE + 15*
(172 DAYS; 7.92 HOURS/DAY)**

STEP	DISTRICT BASE PAY	DISTRICT PAID RETIRE	STATE PAID RETIRE	TOTAL COMPEN- SATION*	ADD'L COMP (OFFSET)	FLEXIBLE BENEFIT	
						FLEX CASH**	FLEX BEN**
0	\$30,749.45	\$2,254.33	\$60.15	\$33,063.93	\$60.15	\$836.52	\$6,322.56
1	\$30,933.95	\$2,224.96	\$103.41	\$33,262.31	\$103.41	\$836.52	\$6,322.56
2	\$31,305.15	\$2,210.66	\$145.65	\$33,661.46	\$145.65	\$836.52	\$6,322.56
3	\$31,680.82	\$2,196.43	\$188.15	\$34,065.40	\$188.15	\$836.52	\$6,322.56
4	\$32,060.99	\$2,179.87	\$233.33	\$34,474.18	\$233.33	\$836.52	\$6,322.56
5	\$32,445.72	\$2,163.40	\$278.76	\$34,887.87	\$278.76	\$836.52	\$6,322.56
6	\$32,835.07	\$2,146.20	\$325.26	\$35,306.53	\$325.26	\$836.52	\$6,322.56
7	\$33,229.09	\$2,128.30	\$372.82	\$35,730.21	\$372.82	\$836.52	\$6,322.56
8	\$33,627.84	\$2,109.69	\$421.44	\$36,158.97	\$421.44	\$836.52	\$6,322.56
9	\$34,031.37	\$2,090.39	\$471.12	\$36,592.88	\$471.12	\$836.52	\$6,322.56
10	\$34,439.75	\$2,070.38	\$521.87	\$37,031.99	\$521.87	\$836.52	\$6,322.56
11	\$34,853.02	\$2,049.68	\$573.67	\$37,476.38	\$573.67	\$836.52	\$6,322.56
12	\$35,271.26	\$2,028.29	\$626.54	\$37,926.09	\$626.54	\$836.52	\$6,322.56
13	\$35,694.51	\$2,006.21	\$680.48	\$38,381.21	\$680.48	\$836.52	\$6,322.56
14	\$36,122.85	\$1,983.46	\$735.47	\$38,841.78	\$735.47	\$836.52	\$6,322.56
15	\$36,556.32	\$1,960.03	\$791.53	\$39,307.88	\$791.53	\$836.52	\$6,322.56
16	\$36,995.00	\$1,935.93	\$848.65	\$39,779.58	\$848.65	\$836.52	\$6,322.56
17	\$37,438.94	\$1,911.16	\$906.83	\$40,256.93	\$906.83	\$836.52	\$6,322.56
18	\$37,888.21	\$1,885.74	\$966.07	\$40,740.01	\$966.07	\$836.52	\$6,322.56
19	\$38,342.86	\$1,859.65	\$1,026.38	\$41,228.89	\$1,026.38	\$836.52	\$6,322.56
20	\$38,802.98	\$1,832.91	\$1,087.75	\$41,723.64	\$1,087.75	\$836.52	\$6,322.56
21	\$39,268.61	\$1,805.53	\$1,150.18	\$42,224.32	\$1,150.18	\$836.52	\$6,322.56
22	\$39,739.84	\$1,777.50	\$1,213.68	\$42,731.02	\$1,213.68	\$836.52	\$6,322.56
23	\$40,216.72	\$1,748.84	\$1,278.23	\$43,243.79	\$1,278.23	\$836.52	\$6,322.56
24	\$40,699.32	\$1,719.55	\$1,343.85	\$43,762.71	\$1,343.85	\$836.52	\$6,322.56
25	\$41,187.71	\$1,689.63	\$1,410.53	\$44,287.87	\$1,410.53	\$836.52	\$6,322.56
26	\$41,681.96	\$1,726.83	\$1,410.53	\$44,819.32	\$1,410.53	\$836.52	\$6,322.56
27	\$42,182.14	\$1,764.48	\$1,410.53	\$45,357.15	\$1,410.53	\$836.52	\$6,322.56
28	\$42,688.33	\$1,802.58	\$1,410.53	\$45,901.44	\$1,410.53	\$836.52	\$6,322.56
29	\$43,200.59	\$1,841.14	\$1,410.53	\$46,452.26	\$1,410.53	\$836.52	\$6,322.56
30	\$43,719.00	\$1,880.16	\$1,410.53	\$47,009.68	\$1,410.53	\$836.52	\$6,322.56
31	\$44,243.63	\$1,919.64	\$1,410.53	\$47,573.80	\$1,410.53	\$836.52	\$6,322.56
32	\$44,774.55	\$1,959.61	\$1,410.53	\$48,144.68	\$1,410.53	\$836.52	\$6,322.56
33	\$45,311.84	\$2,000.05	\$1,410.53	\$48,722.42	\$1,410.53	\$836.52	\$6,322.56
34	\$45,855.59	\$2,040.97	\$1,410.53	\$49,307.09	\$1,410.53	\$836.52	\$6,322.56
35	\$46,405.85	\$2,082.39	\$1,410.53	\$49,898.77	\$1,410.53	\$836.52	\$6,322.56
36	\$46,962.72	\$2,124.31	\$1,410.53	\$50,497.56	\$1,410.53	\$836.52	\$6,322.56

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**FY 2016-17 A.C.T. SALARY SCHEDULE
MASTER'S DEGREE*
(172 DAYS; 7.92 HOURS/DAY)**

STEP	DISTRICT BASE PAY	DISTRICT PAID RETIRE	STATE PAID RETIRE	TOTAL COMPEN- SATION*	ADD'L COMP (OFFSET)	FLEXIBLE BENEFIT	
						FLEX CASH**	FLEX BEN**
0	\$32,271.70	\$2,368.91	\$60.15	\$34,700.76	\$60.15	\$836.52	\$6,322.56
1	\$32,465.33	\$2,340.22	\$103.41	\$34,908.96	\$103.41	\$836.52	\$6,322.56
2	\$32,854.91	\$2,327.31	\$145.65	\$35,327.87	\$145.65	\$836.52	\$6,322.56
3	\$33,249.17	\$2,314.48	\$188.15	\$35,751.81	\$188.15	\$836.52	\$6,322.56
4	\$33,648.16	\$2,299.33	\$233.33	\$36,180.83	\$233.33	\$836.52	\$6,322.56
5	\$34,051.94	\$2,284.30	\$278.76	\$36,615.00	\$278.76	\$836.52	\$6,322.56
6	\$34,460.56	\$2,268.55	\$325.26	\$37,054.38	\$325.26	\$836.52	\$6,322.56
7	\$34,874.09	\$2,252.12	\$372.82	\$37,499.03	\$372.82	\$836.52	\$6,322.56
8	\$35,292.58	\$2,235.00	\$421.44	\$37,949.02	\$421.44	\$836.52	\$6,322.56
9	\$35,716.09	\$2,217.19	\$471.12	\$38,404.41	\$471.12	\$836.52	\$6,322.56
10	\$36,144.68	\$2,198.70	\$521.87	\$38,865.26	\$521.87	\$836.52	\$6,322.56
11	\$36,578.42	\$2,179.55	\$573.67	\$39,331.64	\$573.67	\$836.52	\$6,322.56
12	\$37,017.36	\$2,159.72	\$626.54	\$39,803.62	\$626.54	\$836.52	\$6,322.56
13	\$37,461.57	\$2,139.21	\$680.48	\$40,281.26	\$680.48	\$836.52	\$6,322.56
14	\$37,911.11	\$2,118.06	\$735.47	\$40,764.64	\$735.47	\$836.52	\$6,322.56
15	\$38,366.04	\$2,096.24	\$791.53	\$41,253.82	\$791.53	\$836.52	\$6,322.56
16	\$38,826.43	\$2,073.78	\$848.65	\$41,748.86	\$848.65	\$836.52	\$6,322.56
17	\$39,292.35	\$2,050.67	\$906.83	\$42,249.85	\$906.83	\$836.52	\$6,322.56
18	\$39,763.86	\$2,026.92	\$966.07	\$42,756.85	\$966.07	\$836.52	\$6,322.56
19	\$40,241.03	\$2,002.52	\$1,026.38	\$43,269.93	\$1,026.38	\$836.52	\$6,322.56
20	\$40,723.92	\$1,977.50	\$1,087.75	\$43,789.17	\$1,087.75	\$836.52	\$6,322.56
21	\$41,212.61	\$1,951.85	\$1,150.18	\$44,314.64	\$1,150.18	\$836.52	\$6,322.56
22	\$41,707.16	\$1,925.58	\$1,213.68	\$44,846.41	\$1,213.68	\$836.52	\$6,322.56
23	\$42,207.64	\$1,898.70	\$1,278.23	\$45,384.57	\$1,278.23	\$836.52	\$6,322.56
24	\$42,714.13	\$1,871.20	\$1,343.85	\$45,929.18	\$1,343.85	\$836.52	\$6,322.56
25	\$43,226.70	\$1,843.10	\$1,410.53	\$46,480.34	\$1,410.53	\$836.52	\$6,322.56
26	\$43,745.42	\$1,882.14	\$1,410.53	\$47,038.10	\$1,410.53	\$836.52	\$6,322.56
27	\$44,270.37	\$1,921.66	\$1,410.53	\$47,602.56	\$1,410.53	\$836.52	\$6,322.56
28	\$44,801.61	\$1,961.64	\$1,410.53	\$48,173.79	\$1,410.53	\$836.52	\$6,322.56
29	\$45,339.23	\$2,002.11	\$1,410.53	\$48,751.87	\$1,410.53	\$836.52	\$6,322.56
30	\$45,883.30	\$2,043.06	\$1,410.53	\$49,336.89	\$1,410.53	\$836.52	\$6,322.56
31	\$46,433.90	\$2,084.50	\$1,410.53	\$49,928.94	\$1,410.53	\$836.52	\$6,322.56
32	\$46,991.11	\$2,126.44	\$1,410.53	\$50,528.08	\$1,410.53	\$836.52	\$6,322.56
33	\$47,555.00	\$2,168.89	\$1,410.53	\$51,134.42	\$1,410.53	\$836.52	\$6,322.56
34	\$48,125.66	\$2,211.84	\$1,410.53	\$51,748.03	\$1,410.53	\$836.52	\$6,322.56
35	\$48,703.17	\$2,255.31	\$1,410.53	\$52,369.01	\$1,410.53	\$836.52	\$6,322.56
36	\$49,287.61	\$2,299.30	\$1,410.53	\$52,997.44	\$1,410.53	\$836.52	\$6,322.56

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**FY 2016-17 A.C.T. SALARY SCHEDULE
MASTER'S + 15*
(172 DAYS; 7.92 HOURS/DAY)**

STEP	DISTRICT BASE PAY	DISTRICT PAID RETIRE	STATE PAID RETIRE	TOTAL COMPEN- SATION*	ADD'L COMP (OFFSET)	FLEXIBLE BENEFIT	
						FLEX CASH**	FLEX BEN**
0	\$32,880.60	\$2,414.74	\$60.15	\$35,355.49	\$60.15	\$836.52	\$6,322.56
1	\$33,077.88	\$2,386.33	\$103.41	\$35,567.62	\$103.41	\$836.52	\$6,322.56
2	\$33,474.82	\$2,373.97	\$145.65	\$35,994.43	\$145.65	\$836.52	\$6,322.56
3	\$33,876.52	\$2,361.70	\$188.15	\$36,426.37	\$188.15	\$836.52	\$6,322.56
4	\$34,283.03	\$2,347.12	\$233.33	\$36,863.48	\$233.33	\$836.52	\$6,322.56
5	\$34,694.43	\$2,332.66	\$278.76	\$37,305.85	\$278.76	\$836.52	\$6,322.56
6	\$35,110.76	\$2,317.49	\$325.26	\$37,753.52	\$325.26	\$836.52	\$6,322.56
7	\$35,532.09	\$2,301.65	\$372.82	\$38,206.56	\$372.82	\$836.52	\$6,322.56
8	\$35,958.48	\$2,285.12	\$421.44	\$38,665.04	\$421.44	\$836.52	\$6,322.56
9	\$36,389.98	\$2,267.92	\$471.12	\$39,129.02	\$471.12	\$836.52	\$6,322.56
10	\$36,826.66	\$2,250.04	\$521.87	\$39,598.57	\$521.87	\$836.52	\$6,322.56
11	\$37,268.58	\$2,231.50	\$573.67	\$40,073.75	\$573.67	\$836.52	\$6,322.56
12	\$37,715.80	\$2,212.29	\$626.54	\$40,554.63	\$626.54	\$836.52	\$6,322.56
13	\$38,168.39	\$2,192.42	\$680.48	\$41,041.29	\$680.48	\$836.52	\$6,322.56
14	\$38,626.41	\$2,171.90	\$735.47	\$41,533.78	\$735.47	\$836.52	\$6,322.56
15	\$39,089.93	\$2,150.73	\$791.53	\$42,032.19	\$791.53	\$836.52	\$6,322.56
16	\$39,559.01	\$2,128.92	\$848.65	\$42,536.58	\$848.65	\$836.52	\$6,322.56
17	\$40,033.72	\$2,106.47	\$906.83	\$43,047.01	\$906.83	\$836.52	\$6,322.56
18	\$40,514.12	\$2,083.39	\$966.07	\$43,563.58	\$966.07	\$836.52	\$6,322.56
19	\$41,000.29	\$2,059.67	\$1,026.38	\$44,086.34	\$1,026.38	\$836.52	\$6,322.56
20	\$41,492.29	\$2,035.33	\$1,087.75	\$44,615.38	\$1,087.75	\$836.52	\$6,322.56
21	\$41,990.20	\$2,010.38	\$1,150.18	\$45,150.76	\$1,150.18	\$836.52	\$6,322.56
22	\$42,494.08	\$1,984.81	\$1,213.68	\$45,692.57	\$1,213.68	\$836.52	\$6,322.56
23	\$43,004.01	\$1,958.64	\$1,278.23	\$46,240.88	\$1,278.23	\$836.52	\$6,322.56
24	\$43,520.06	\$1,931.86	\$1,343.85	\$46,795.77	\$1,343.85	\$836.52	\$6,322.56
25	\$44,042.30	\$1,904.49	\$1,410.53	\$47,357.32	\$1,410.53	\$836.52	\$6,322.56
26	\$44,570.81	\$1,944.27	\$1,410.53	\$47,925.61	\$1,410.53	\$836.52	\$6,322.56
27	\$45,105.66	\$1,984.53	\$1,410.53	\$48,500.72	\$1,410.53	\$836.52	\$6,322.56
28	\$45,646.93	\$2,025.27	\$1,410.53	\$49,082.73	\$1,410.53	\$836.52	\$6,322.56
29	\$46,194.69	\$2,066.50	\$1,410.53	\$49,671.72	\$1,410.53	\$836.52	\$6,322.56
30	\$46,749.03	\$2,108.22	\$1,410.53	\$50,267.78	\$1,410.53	\$836.52	\$6,322.56
31	\$47,310.02	\$2,150.45	\$1,410.53	\$50,870.99	\$1,410.53	\$836.52	\$6,322.56
32	\$47,877.74	\$2,193.18	\$1,410.53	\$51,481.44	\$1,410.53	\$836.52	\$6,322.56
33	\$48,452.27	\$2,236.42	\$1,410.53	\$52,099.22	\$1,410.53	\$836.52	\$6,322.56
34	\$49,033.70	\$2,280.19	\$1,410.53	\$52,724.41	\$1,410.53	\$836.52	\$6,322.56
35	\$49,622.10	\$2,324.48	\$1,410.53	\$53,357.11	\$1,410.53	\$836.52	\$5,818.44
36	\$50,217.57	\$2,369.30	\$1,410.53	\$53,997.39	\$1,410.53	\$836.52	\$5,818.44

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**FY 2016-17 A.C.T. SALARY SCHEDULE
MASTER'S + 30*
(172 DAYS; 7.92 HOURS/DAY)**

STEP	DISTRICT BASE PAY	DISTRICT PAID RETIRE	STATE PAID RETIRE	TOTAL COMPEN- SATION*	ADD'L COMP (OFFSET)	FLEXIBLE BENEFIT	
						FLEX CASH**	FLEX BEN**
0	\$33,489.50	\$2,460.57	\$60.15	\$36,010.22	\$60.15	\$836.52	\$6,322.56
1	\$33,690.44	\$2,432.44	\$103.41	\$36,226.28	\$103.41	\$836.52	\$6,322.56
2	\$34,094.72	\$2,420.63	\$145.65	\$36,661.00	\$145.65	\$836.52	\$6,322.56
3	\$34,503.86	\$2,408.92	\$188.15	\$37,100.93	\$188.15	\$836.52	\$6,322.56
4	\$34,917.91	\$2,394.91	\$233.33	\$37,546.14	\$233.33	\$836.52	\$6,322.56
5	\$35,336.92	\$2,381.01	\$278.76	\$37,996.69	\$278.76	\$836.52	\$6,322.56
6	\$35,760.96	\$2,366.43	\$325.26	\$38,452.66	\$325.26	\$836.52	\$6,322.56
7	\$36,190.09	\$2,351.17	\$372.82	\$38,914.09	\$372.82	\$836.52	\$6,322.56
8	\$36,624.38	\$2,335.24	\$421.44	\$39,381.06	\$421.44	\$836.52	\$6,322.56
9	\$37,063.87	\$2,318.64	\$471.12	\$39,853.63	\$471.12	\$836.52	\$6,322.56
10	\$37,508.63	\$2,301.37	\$521.87	\$40,331.87	\$521.87	\$836.52	\$6,322.56
11	\$37,958.74	\$2,283.45	\$573.67	\$40,815.85	\$573.67	\$836.52	\$6,322.56
12	\$38,414.24	\$2,264.86	\$626.54	\$41,305.64	\$626.54	\$836.52	\$6,322.56
13	\$38,875.21	\$2,245.62	\$680.48	\$41,801.31	\$680.48	\$836.52	\$6,322.56
14	\$39,341.72	\$2,225.74	\$735.47	\$42,302.93	\$735.47	\$836.52	\$6,322.56
15	\$39,813.82	\$2,205.22	\$791.53	\$42,810.56	\$791.53	\$836.52	\$6,322.56
16	\$40,291.58	\$2,184.06	\$848.65	\$43,324.29	\$848.65	\$836.52	\$6,322.56
17	\$40,775.08	\$2,162.27	\$906.83	\$43,844.18	\$906.83	\$836.52	\$6,322.56
18	\$41,264.38	\$2,139.86	\$966.07	\$44,370.31	\$966.07	\$836.52	\$6,322.56
19	\$41,759.56	\$2,116.82	\$1,026.38	\$44,902.76	\$1,026.38	\$836.52	\$6,322.56
20	\$42,260.67	\$2,093.17	\$1,087.75	\$45,441.59	\$1,087.75	\$836.52	\$6,322.56
21	\$42,767.80	\$2,068.91	\$1,150.18	\$45,986.89	\$1,150.18	\$836.52	\$6,322.56
22	\$43,281.01	\$2,044.04	\$1,213.68	\$46,538.73	\$1,213.68	\$836.52	\$6,322.56
23	\$43,800.38	\$2,018.58	\$1,278.23	\$47,097.20	\$1,278.23	\$836.52	\$6,322.56
24	\$44,325.99	\$1,992.52	\$1,343.85	\$47,662.36	\$1,343.85	\$836.52	\$6,322.56
25	\$44,857.90	\$1,965.88	\$1,410.53	\$48,234.31	\$1,410.53	\$836.52	\$6,322.56
26	\$45,396.20	\$2,006.40	\$1,410.53	\$48,813.12	\$1,410.53	\$836.52	\$6,322.56
27	\$45,940.95	\$2,047.40	\$1,410.53	\$49,398.88	\$1,410.53	\$836.52	\$6,322.56
28	\$46,492.24	\$2,088.89	\$1,410.53	\$49,991.67	\$1,410.53	\$836.52	\$6,322.56
29	\$47,050.15	\$2,130.89	\$1,410.53	\$50,591.57	\$1,410.53	\$836.52	\$6,322.56
30	\$47,614.75	\$2,173.38	\$1,410.53	\$51,198.66	\$1,410.53	\$836.52	\$6,322.56
31	\$48,186.13	\$2,216.39	\$1,410.53	\$51,813.05	\$1,410.53	\$836.52	\$6,322.56
32	\$48,764.36	\$2,259.91	\$1,410.53	\$52,434.80	\$1,410.53	\$836.52	\$6,322.56
33	\$49,349.53	\$2,303.96	\$1,410.53	\$53,064.02	\$1,410.53	\$836.52	\$6,322.56
34	\$49,941.73	\$2,348.53	\$1,410.53	\$53,700.79	\$1,410.53	\$836.52	\$6,322.56
35	\$50,541.03	\$2,393.64	\$1,410.53	\$54,345.20	\$1,410.53	\$836.52	\$6,322.56
36	\$51,147.52	\$2,439.29	\$1,410.53	\$54,997.34	\$1,410.53	\$836.52	\$6,322.56

* An additional \$1,000 in total compensation will be added to the above salary schedules for teachers obtaining National Board Certification after June 30, 2013.

** Flex cash is given to employees that do not take district health insurance. The flexible benefit allowance is the amount paid by the district on the employee's behalf for those employees who take district health insurance coverage. These amounts are based on the current HealthChoice high option plan at the time of contract ratification and may change with any insurance premium changes during the year.

**FY 2016-17 A.C.T. SALARY SCHEDULE
DOCTORATE*
(172 DAYS; 7.92 HOURS/DAY)**

STEP	DISTRICT BASE PAY	DISTRICT PAID RETIRE	STATE PAID RETIRE	TOTAL COMPEN- SATION*	ADD'L COMP (OFFSET)	FLEXIBLE BENEFIT	
						FLEX CASH**	FLEX BEN**
0	\$34,707.30	\$2,552.23	\$60.15	\$37,319.68	\$60.15	\$836.52	\$6,322.56
1	\$34,915.54	\$2,524.65	\$103.41	\$37,543.60	\$103.41	\$836.52	\$6,322.56
2	\$35,334.53	\$2,513.94	\$145.65	\$37,994.13	\$145.65	\$836.52	\$6,322.56
3	\$35,758.54	\$2,503.36	\$188.15	\$38,450.05	\$188.15	\$836.52	\$6,322.56
4	\$36,187.65	\$2,490.48	\$233.33	\$38,911.46	\$233.33	\$836.52	\$6,322.56
5	\$36,621.90	\$2,477.73	\$278.76	\$39,378.39	\$278.76	\$836.52	\$6,322.56
6	\$37,061.36	\$2,464.31	\$325.26	\$39,850.93	\$325.26	\$836.52	\$6,322.56
7	\$37,506.10	\$2,450.23	\$372.82	\$40,329.14	\$372.82	\$836.52	\$6,322.56
8	\$37,956.17	\$2,435.48	\$421.44	\$40,813.09	\$421.44	\$836.52	\$6,322.56
9	\$38,411.65	\$2,420.09	\$471.12	\$41,302.85	\$471.12	\$836.52	\$6,322.56
10	\$38,872.59	\$2,404.03	\$521.87	\$41,798.49	\$521.87	\$836.52	\$6,322.56
11	\$39,339.06	\$2,387.34	\$573.67	\$42,300.07	\$573.67	\$836.52	\$6,322.56
12	\$39,811.12	\$2,370.00	\$626.54	\$42,807.67	\$626.54	\$836.52	\$6,322.56
13	\$40,288.86	\$2,352.02	\$680.48	\$43,321.36	\$680.48	\$836.52	\$6,322.56
14	\$40,772.32	\$2,333.42	\$735.47	\$43,841.22	\$735.47	\$836.52	\$6,322.56
15	\$41,261.59	\$2,314.19	\$791.53	\$44,367.31	\$791.53	\$836.52	\$6,322.56
16	\$41,756.73	\$2,294.34	\$848.65	\$44,899.72	\$848.65	\$836.52	\$6,322.56
17	\$42,257.81	\$2,273.87	\$906.83	\$45,438.52	\$906.83	\$836.52	\$6,322.56
18	\$42,764.91	\$2,252.80	\$966.07	\$45,983.78	\$966.07	\$836.52	\$6,322.56
19	\$43,278.08	\$2,231.12	\$1,026.38	\$46,535.58	\$1,026.38	\$836.52	\$6,322.56
20	\$43,797.42	\$2,208.84	\$1,087.75	\$47,094.01	\$1,087.75	\$836.52	\$6,322.56
21	\$44,322.99	\$2,185.97	\$1,150.18	\$47,659.14	\$1,150.18	\$836.52	\$6,322.56
22	\$44,854.87	\$2,162.50	\$1,213.68	\$48,231.05	\$1,213.68	\$836.52	\$6,322.56
23	\$45,393.13	\$2,138.47	\$1,278.23	\$48,809.82	\$1,278.23	\$836.52	\$6,322.56
24	\$45,937.84	\$2,113.85	\$1,343.85	\$49,395.54	\$1,343.85	\$836.52	\$6,322.56
25	\$46,489.10	\$2,088.66	\$1,410.53	\$49,988.28	\$1,410.53	\$836.52	\$6,322.56
26	\$47,046.97	\$2,130.65	\$1,410.53	\$50,588.14	\$1,410.53	\$836.52	\$6,322.56
27	\$47,611.53	\$2,173.14	\$1,410.53	\$51,195.20	\$1,410.53	\$836.52	\$6,322.56
28	\$48,182.87	\$2,216.15	\$1,410.53	\$51,809.54	\$1,410.53	\$836.52	\$6,322.56
29	\$48,761.06	\$2,259.67	\$1,410.53	\$52,431.26	\$1,410.53	\$836.52	\$6,322.56
30	\$49,346.20	\$2,303.71	\$1,410.53	\$53,060.43	\$1,410.53	\$836.52	\$6,322.56
31	\$49,938.35	\$2,348.28	\$1,410.53	\$53,697.16	\$1,410.53	\$836.52	\$6,322.56
32	\$50,537.61	\$2,393.39	\$1,410.53	\$54,341.53	\$1,410.53	\$836.52	\$6,322.56
33	\$51,144.06	\$2,439.03	\$1,410.53	\$54,993.62	\$1,410.53	\$836.52	\$6,322.56
34	\$51,757.79	\$2,485.23	\$1,410.53	\$55,653.55	\$1,410.53	\$836.52	\$6,322.56
35	\$52,378.88	\$2,531.98	\$1,410.53	\$56,321.39	\$1,410.53	\$836.52	\$6,322.56
36	\$53,007.43	\$2,579.29	\$1,410.53	\$56,997.25	\$1,410.53	\$836.52	\$6,322.56

* An additional \$1,000 in total compensation will be added to the above salary schedules for teachers obtaining National Board Certification after June 30, 2013.

** Flex cash is given to employees that do not take district health insurance. The flexible benefit allowance is the amount paid by the district on the employee's behalf for those employees who take district health insurance coverage. These amounts are based on the current HealthChoice high option plan at the time of contract ratification and may change with any insurance premium changes during the year.

BASED ON HOUSE BILL 1873

For the 2016-2017 school year the district shall pay each certified employee additional compensation in accordance with the chart below. The years experience shall be the number of years experience reported on the Certified Personnel Report.

YEARS EXPERIENCE	ADDITIONAL COMPENSATION
0	\$ 60.15
1	\$103.41
2	\$145.65
3	\$188.96
4	\$233.33
5	\$278.76
6	\$325.26
7	\$372.82
8	\$421.44
9	\$471.12
10	\$521.87
11	\$573.67
12	\$626.54
13	\$680.48
14	\$735.47
15	\$791.53
16	\$848.65
17	\$906.83
18	\$966.07
19	\$1,026.38
20	\$1,087.75
21	\$1,150.18
22	\$1,213.68
23	\$1,278.23
24	\$1,343.85
25 & Above	\$1,410.53

NOTE: For less than full time employees, amount will be prorated in accordance with contract day.

11.21 EXTRA DUTY STIPEND

For the 2016-2017 school year individuals assigned to extra duty will be paid the annotated amount that follows unless otherwise approved by the Board of Education.

NON-ATHLETIC	AMOUNT
HIGH SCHOOL/OTHER	
Academic Coach	\$1,778.00
Advanced Placement Teacher	\$448.80
BioMed Program Coordinator	\$3,000.00
Class Sponsor - Junior	\$1,100.00
Class Sponsor - Senior	\$965.80
Class Sponsor - Sophomore	\$448.80
Counselor	\$1,500.00
Debate/Speech	\$2,614.00
Department Chair	\$1,045.00
Distance Learning Instructor	\$408.00
Drama	\$2,630.00
National and State Honor Society	\$902.00
Music - Instrumental	\$7,459.00
Music - Instrumental Assistant (Certified)	\$800.00
Music - Vocal	\$4,096.00
Music - Vocal Assistant (Certified)	\$1,993.00
Newspaper	\$1,345.00
Performing Arts Center Manager	\$5,000.00
Special Olympics Coordinator - Site	\$300.00
Speech Pathologist - Districtwide	\$1,200.00
Student Council	\$1,568.00
Site Technology Coordinator (If Certified)	\$673.20
Theater Tech	\$700.00
Yearbook	\$1,860.00
Zero Hour Class	\$880.00
MIDDLE SCHOOL	
Academic Coach	\$984.50
Counselor	\$1,500.00
Department Chair	\$897.60
Music - Instrumental	\$3,387.00
Music - Vocal	\$1,812.00
National Junior Honor Society	\$479.60
Speech & Drama	\$1,187.00
Student Council	\$623.70
Site Technology Coordinator (If Certified)	\$561.00
Special Olympic Coordinator - Site	\$300.00
Special Olympic Coordinator - District	\$500.00
Yearbook	\$1,048.00
ELEMENTARY SCHOOL	
Counselor	\$1,300.00
Grade Level Chair	\$500.00
Music - Vocal	\$554.40
Site Technology Coordinator (If Certified)	\$561.00
Special Olympic Coordinator - Site	\$300.00

Should extra Duty assignments be shared as approved by the administration, said stipend shall be assigned by the administration. Any teacher receiving the same Extra Duty Stipend for 20 consecutive years or more shall receive an additional 20% of the amount of the Extra Duty Stipend.

ATHLETIC**AMOUNT****HIGH SCHOOL**

Assistant AD - Fall Sports	\$5,000.00
Assistant AD - Spring Sports	\$5,000.00
Baseball Head*	\$5,179.00
Baseball Assistant	\$2,587.00
Basketball Boys Head	\$7,200.00
Basketball Boys Assistant	\$3,125.00
Basketball Girls Head	\$7,200.00
Basketball Girls Assistant	\$3,125.00
Cheerleading	\$3,544.00
Cheerleading Assistant	\$1,772.00
Cheerleading Summer Camp	\$0.00
Cross Country Boys Head	\$2,645.00
Cross Country Girls Head	\$2,645.00
Football Head	\$11,900.00
Football Coordinator	\$1,000.00
Football Assistant	\$4,000.00
Football Tech Assistant	\$500.00
Golf Boys Head	\$2,547.00
Golf Girls Head	\$2,547.00
Golf Assistant	\$1,200.00
Pom Pon	\$3,544.00
Pom Pon Summer Camp	\$0.00
Powerlifting (was Weightlifting)	\$2,400.00
Soccer Boys Head	\$3,878.00
Soccer Boys Assistant	\$1,882.00
Soccer Girls Head	\$3,878.00
Soccer Girls Assistant	\$1,882.00
Softball Head	\$5,179.00
Softball Assistant	\$2,587.00
Swimming	\$408.00
Tennis Boys Head	\$2,814.00
Tennis Girls Head	\$2,814.00
Tennis Assistant	\$1,200.00
Track Boys Head	\$3,693.00
Track Boys Assistant	\$1,939.00
Track Girls Head	\$3,693.00
Track Girls Assistant	\$1,939.00
Volleyball Head	\$3,371.00
Volleyball Assistant	\$1,774.00
Wrestling Head	\$6,330.00
Wrestling Assistant	\$2,765.00

Should extra Duty assignments be shared as approved by the administration, said stipend shall be assigned by the administration. Any teacher receiving the same Extra Duty Stipend for 20 consecutive years or more shall receive an additional 20% of the amount of the Extra Duty Stipend.

ATHLETIC**AMOUNT****MIDDLE SCHOOL**

Assistant AD - Middle Schools	\$5,000.00
Baseball 7	\$1,865.00
Baseball 8	\$1,865.00
Baseball Assistant	\$1,000.00
Basketball Boys 7	\$1,846.00
Basketball Boys 8	\$2,061.00
Basketball Assistant	\$1,000.00
Basketball Girls 7	\$1,846.00
Basketball Girls 8	\$2,061.00
Basketball Assistant	\$1,000.00
Golf	\$1,514.00
Cheerleading Head	\$2,115.40
Cheerleading Assistant	\$783.20
Football 7 Head	\$2,170.00
Football 7 Assistant	\$1,611.00
Football 8 Head	\$2,427.00
Football 8 Assistant	\$1,739.00
Softball Head	\$1,865.00
Softball Assistant	\$1,000.00
Tennis Boys	\$1,612.00
Tennis Girls	\$1,612.00
Track Boys Head	\$1,726.00
Track Boys Assistant	\$1,323.00
Track Girls Head	\$1,726.00
Track Girls Assistant	\$1,323.00
Volleyball	\$1,465.00
Volleyball Assistant	\$1,000.00
Wrestling Head	\$2,331.00
Wrestling Assistant	\$1,612.00

Should extra Duty assignments be shared as approved by the administration, said stipend shall be assigned by the administration. Any teacher receiving the same Extra Duty Stipend for 20 consecutive years or more shall receive an additional 20% of the amount of the Extra Duty Stipend.

11.30 FORMS

PARENTAL AGREEMENT OF STUDENT RETENTION

Date _____

_____ (student name) has not demonstrated mastery of the grade _____ reading, language, spelling, math skills, or he/she has not reached the physical development, emotional maturity, or social adjustment needed for success in grade _____.

Therefore, it is our professional opinion that he/she should repeat grade _____.

_____ will not be promoted to grade _____.

(Classroom Teacher)

(Principal)

I agree that my child, _____, should be retained in grade _____.

(Parent)

I do not agree that my child, _____, should be retained in grade _____.

(Parent)

COPY TO BE FILED IN STUDENT'S CUMULATIVE FOLDER

Revised 7/21/88

CHOCTAW / NICOMA PARK PUBLIC SCHOOLS

Grievance Form 1
Grievance Report

Section _____
Step _____
Date Filed _____
Building _____
Assignment _____
Grievant _____
Date Cause of Grievance Occurred _____

1. Statement of Grievance:

2. Relief Sought:

Signature

Date

Copies to: Superintendent
Director of Personnel
Affected Administrator
Grievant
A.C.T. President

CHOCTAW / NICOMA PARK PUBLIC SCHOOLS

Grievance Form 2

Reply to Grievant

Section _____
Step _____
Building _____
Assignment _____
Grievant _____
Date Filed _____
Date Received by Immediate Supervisor _____
Disposition by Immediate Supervisor:

Signature of Immediate Supervisor

Date

Grievant is satisfied with the disposition of grievance at Step _____

Yes _____ No _____

Signature of Grievant

Date

- Copies to: Superintendent
Director of Personnel
Affected Administrator
Grievant
A.C.T. President

SICK LEAVE TRANSFER

Date

I, _____, wish to donate _____ day(s) of accumulated
sick leave to _____.

Donor

Recipient

Site

Site

Copy 1: Personnel Office

Copy 2: Recipient

Copy 3: Donor

11.40 ACT CONSTITUTION

Article I - Identification

The name of the organization shall be the Choctaw / Nicoma Park Association of Classroom Teachers-Oklahoma Education Association (ACT-OEA).

Article II - Purposes

Section 1. To promote the highest standards and professional practices within the teaching group of the schools herein represented; to encourage the exchange of ideas and methods which will enable the group to work together more harmoniously and purposefully toward the advancement and benefit of these schools and the students therein; to urge every member of the teaching profession to avail himself of the opportunity to improve through further study; and to awaken a true spirit of professional ethics.

Section 2. To encourage higher qualifications for entrance into the teaching profession; to aid in securing and maintaining adequate salaries, tenure, local retirement systems and such further improvements as will enable each teacher to function properly as a vital factor in educational progress.

Section 3. To foster a spirit of understanding and cooperation between teacher and public; and to create good will within our own group.

Section 4. To encourage teachers to exercise their rights and privileges.

Section 5. To stimulate cooperation and encourage a feeling of "oneness" among the Nicoma Park and Choctaw units of our system.

Section 6. To instill in the students of our schools an interest in developing to their highest potential.

Article III - Membership

Section 1. All certified teachers of the Choctaw / Nicoma Park District Schools upon payment of the annual dues herein provided will become members of this association, Oklahoma Education Association, and National Education Association.

Section 2. No member may be censured, suspended, or expelled without a due process hearing, which shall include an appropriate appellate procedure.

Section 3. Retired teachers are honorary members without payment of dues. Honorary members have no vote.

Article IV - Officers and Executive Committee

Section 1. The officers of the Association shall consist of a president, a vice-president, a secretary, a treasurer, and elected delegates and alternates to the OEA Delegate Assembly and NEA Representative Assembly.

Section 2. There shall be a representative body with full governing power to be known as the Executive Committee, which shall consist of (1) a representative for each twelve, or major fraction of twelve, members from each teaching unit, elected by the members of that unit, and presented at the May meeting; (2) the officers; (3) the OEA and NEA delegates. Every effort shall be made to achieve ethnic representation on the Executive Committee proportion to the membership.

Section 3. The immediate past president shall serve in an advisory capacity.

Section 4. The elected president must be a classroom teacher. A classroom teacher is defined as one without power to rate other teachers.

Article V – Elections

Section 1. Officers and Executive Committee members for the ensuing year shall be elected before May 1.

Section 2. A Nominating Committee shall present a slate of officers to be voted on by the general membership. Provisions shall be made for open nominations prior to the printing of ballots.

Section 3. Elections shall be by secret ballots.

Section 4. Eligibility to vote and hold office shall be based upon proof of membership.

Article VI - Affiliation

This Association shall be a local affiliate of the Oklahoma Education Association and the National Education Association.

Article VII - Dues

Annual membership dues shall be 18% of the OEA dues for the current year and shall be paid on or before the second month after employment begins.

Article VIII - Amendments

Any proposed amendments to the constitution shall be submitted to the Executive Committee in writing. Copies shall be distributed to the membership at least ten days prior to it being voted on. Voting will be by secret ballot, and a two-thirds majority shall be necessary for the amendments to pass.

Article IX - Quorum

A quorum for all meetings of the association shall consist 33-1/3 percent of the membership; and a quorum for committee meetings shall consist of a majority of the members of the committee.

Article X - Meetings

Section 1. Meetings of the association shall be held as scheduled by the President with the approval of the Executive Committee.

Section 2. The Executive Committee shall meet regularly as scheduled by the president.

BY-LAWS

Article I - Rules of Order

Robert's Rules of Order, Revised, shall be the authority on all questions of procedure, not specifically stated in this constitution and by-laws.

Article II - Duties and Terms of Office

Section 1. All officers shall take office at the May meeting and shall serve for one year.

Section 2. In case of a vacancy, the office shall be filled by special election or remain vacant until the next regularly scheduled election.

Section 3. The president shall preside at all meetings of the Association and of the Executive Committee. The president will have the authority to sign checks in the absence of the treasurer. The president shall appoint all committees not otherwise specified with the approval of the Executive Committee, and shall be an ex-officio member of all committees except the nominating committee. The president is responsible for the local's report to the OEA and NEA. He/she shall be responsible for maintaining a permanent file of association records, guiding and instructing committees as to their procedures, scope of operation and duties for the year,

and for designating other responsibilities needed to carry out association business, and for maintaining an association calendar for the current school year.

Section 4. The vice-president shall be a member of the Executive Committee. He/she shall also serve as chairperson of the Nominating Committee. The vice president shall also preside in the absence of the president, serve as chairperson of the Election Committee and the Membership Committee, assist the president in the performance of his/her duties and in case of vacancy in the office of president, act in the official capacity of the president.

Section 5. The secretary shall keep a record of all meetings of the Association and the Executive Committee. The minutes shall be sent to the Executive Committee members. He/she shall prepare and keep on file a correct list of the names and addresses of the members. The secretary shall assist the president in necessary correspondence.

Section 6. The treasurer shall have charge of all funds and disburse them as authorized by the Executive Committee. Together with the officers, he/she shall certify the unit's annual report. He/she will maintain a monthly accounting for the checking account.

Section 7. The immediate past president shall act in an advisory capacity and as a voting member of the Executive Committee.

Section 8. OEA Delegates shall be members of the Executive Committee. The Delegates to the OEA Assembly shall represent the Association at the annual Delegate Assembly. Delegates to the OEA Delegate Assembly shall be elected on a ration of one for every six to sixty members. The delegates shall ask for directions for pending issues. The delegates shall be responsible for informing the membership of action taken at the OEA Delegate Assembly. The president, upon election to office automatically assumes the position of Delegate 1. Delegates 2 and 4 will be elected in the even numbered years. Delegate 3 will be elected in the odd numbered years. All delegates will serve a two-year term. Alternates will be elected to serve if a delegate is unable to attend.

Section 9. The Association President shall serve as the representative to the NEA Representative Assembly. If local President is unable to attend, an election will be held to determine representation. Delegates to the NEA Representative Assembly shall be elected in the ration of one for each one hundred-fifty members.

Section 10. Building Representative shall be elected by the members in each building by May 1. Each building unit shall be entitled to one representative for each twelve members or major fraction thereof. Duties shall include serving on the Executive Committee and representing the members at the committee meetings. The Building Representatives shall be responsible for notifying the membership in their building of meetings, and shall be a channel of communication between the membership and the Committee. The Building Representative shall collect all dues (ACT-OEA-NEA).

Article III - Committees

Committees shall be appointed by the president, with the approval of the Executive Committee, as needed to carry out the business of the association. Committees are responsible to the president, and chairpersons of the various committees shall be given a committee charge for the year by the president, detailing their duties and responsibilities. Chairpersons shall make reports to the Executive Committee at the request of the president.

Suggested committees include: Public Relations, Membership, Elections, Legislation, Teacher Rights/Grievance, and Negotiations.

Article IV - Amendments

The by-laws may be amended by a two-thirds (2/3) vote of the members, provided notice in writing of a proposed amendment shall have been filed with the secretary and presented to the membership. All voting shall be done by secret ballot.

Article V - Nominations and Elections

Section 1. A nominating committee comprised of one member from each teaching unit, shall be appointed by the Executive Committee in January. This committee shall obtain the consent of a slate of officers to be presented at the March meeting. Nominations may be made from the floor providing the consent of the nominee is obtained.

Section 2. All voting shall be by secret ballot, prepared by the nominating committee for presentation at that time.

11.50 COMMITTEE MEMBERSHIPS FOR 2016-2017

Professional Development:	Jennifer Weatherly, NPE
Public Relations:	Jacque Hogue, CE
Member Rights:	Amber Spradlin, NPMS
Legislative:	Amber Spradlin, NPMS
Bargaining:	Amber Spradlin, NPMS
Membership:	Jennifer Weatherly, NPE

11.51 EXECUTIVE BOARD/BUILDING REPRESENTATIVES


Amber Spradlin	<i>President</i>	Nicoma Park Middle School
Jennifer Weatherly	<i>Vice-President</i>	Nicoma Park Elementary
Jacque Hogue	<i>Secretary</i>	Choctaw Elementary
Paula Sendall	<i>Treasurer</i>	Choctaw High School
Darla Gragert, Susan Johnson, Teri Gray		Choctaw Elementary
Jusy Kula, Molly Burch		Choctaw Middle School
Gina Stepanik		Choctaw High School
Brenda Barlow, Amy Fullbright		Indian Meridian Elementary
Kari Cruzan, Terryle Campbell		James Griffith Intermediate
Stephanie Marshall, Aubree Holsapple		Nicoma Park Elementary
Mandy Bartlett		Nicoma Park Intermediate
Rusty Dixon, Sean Dooley		Nicoma Park Middle School
Lisa Dunaway, Griffin Maxwell		Westfall Elementary

11.52 OEA DELEGATES:

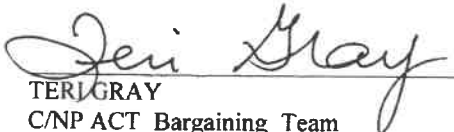
- Teri Gray, OEA Board of Director
- Amber Spradlin, Nicoma Park Middle School
- Jennifer Weatherly, Nicoma Park Elementary
- Tami Hartsook, Choctaw Middle School
- Judy Kula, Choctaw Middle School

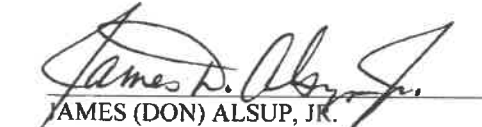
This document represents the full and complete agreement entered into by the Choctaw / Nicoma Park Association of Classroom Teachers and the Choctaw / Nicoma Park Board of Education for the 2016 / 2017 school year.

All provisions of this agreement shall be retroactive to July 1, 2016, and shall continue in force until a successor agreement is ratified by both parties.



AMBER SPRADLIN
President / Spokesperson, C/NP ACT



JENNIFER WEATHERLY
C/NP ACT Bargaining Team


TERI GRAY
C/NP ACT Bargaining Team

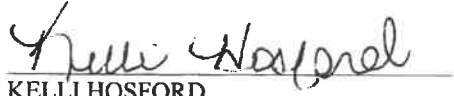

JAMES (DON) ALSUP, JR.
President, C/NP School Board



GARY BERGMAN
C/NP School Board Spokesperson



KEVIN BERRY
C/NP School Board Barg. Team


DONNA COOPER
C/NP School Board Barg. Team


DAVID REID
C/NP School Board Barg. Team


KELLI HOSFORD
C/NP School Board Barg. Team


JEANANN GAONA
C/NP School Board Barg. Team


JAKE FREER
C/NP School Board Barg. Team

AUGUST 3, 2016