

**CONTRACTUAL AGREEMENT**

**by and between**

**CUSHING PUBLIC SCHOOLS BOARD OF EDUCATION**

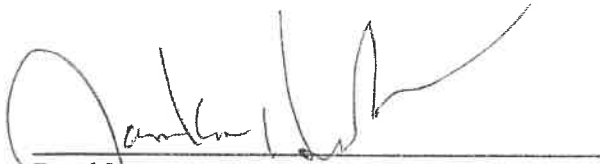
**and**


**CUSHING ASSOCIATION OF CLASSROOM TEACHERS**

**EFFECTIVE DATES:**

**From: July 1, 2016**

**To: June 30, 2017**

  
\_\_\_\_\_  
**President**  
**Cushing Association of Classroom Teachers**

  
\_\_\_\_\_  
**President**  
**Cushing Board of Education**

## TABLE OF CONTENTS

ARTICLES	PAGE
Preamble.....	1
I. Recognition and Effect of Agreement.....	2
II. Negotiating Procedure.....	2
III. Grievance.....	5
IV. Association Rights.....	8
V. Teacher Rights.....	9
VI. Working Conditions.....	9
VII. Evaluation of Teachers.....	10
VIII. Vacancies.....	11
IX. Teacher Assignment.....	11
X. Sick Leave.....	12
XI. Leaves of Absence.....	12
XII. Classroom Management.....	15
XIII. Reduction in Force.....	16
XIV. Student Discipline.....	17
XV. Professional Growth and Development.....	17
XVI. Evaluation of Principals.....	18
XVII. Protection of Teachers.....	18
XVIII. Complaint Procedure .....	18
XIX. Miscellaneous.....	18
Salary Schedule.....	20
Appendix A – Grievance Report Form.....	21
Appendix B – Due Process.....	22

PREAMBLE

THIS AGREEMENT, entered into this 6th day of August, 2007, is by and between the Board of Education, Independent School District Number I067, Payne County, Oklahoma, hereinafter referred to as the "Board" and the Cushing Association of Classroom Teachers, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Cushing Independent School District is their mutual aim and that the character of such education depends substantially upon the integrity, ability and efforts of the teachers, administrators, board members and non-instructional employees, and

WHEREAS, the Board and a professional organization representing the professional educators employed by said Board, are authorized to enter into an agreement for the purpose of establishing an orderly process of communications between such employees and the Board in order to strengthen methods of administering employer-employee relations, and

WHEREAS, the Association is a professional organization designated in writing by a majority of the professional educators of the Cushing School District as their representative for negotiations with the Board in the administration of such employer-employee relations, and

WHEREAS, the Board and the Association being desirous of entering into an agreement in writing for the purpose of prescribing the methods of negotiating between the Board and the professional educators in its employment,

IT IS HEREBY AGREED AS FOLLOWS:

## ARTICLE I: RECOGNITION AND EFFECT OF AGREEMENT

### A. RECOGNITION:

1. The Board recognizes the Association as the exclusive bargaining representative of the professional educators employed by said Board; provided that such recognition shall continue so long as such Association is so authorized by a majority of the professional educators of Cushing School District. It is further understood that any person who desires not to be represented by the Association may so state in writing to the Board.
2. "Professional educators" shall be defined as certified public school teachers and/or members of the Cushing Association of Classroom Teachers employed by the Board of Education of Independent School District Number I067, Payne County, Oklahoma.
3. Before entering into negotiations, the Association, upon request, shall furnish the Board with proof of its authority to act as the exclusive bargaining representative of the professional educators of said school district for the next contract year.

### B. EFFECT OF AGREEMENT:

1. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through negotiations.
2. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.
3. Any contract between the Board and an individual teacher who is a member of the Association and has not requested separate negotiations shall be expressly subject to the terms and conditions of the agreement.
4. A complete contract for the current year will be placed in the building principal's office. Each CACT building representative will have a complete copy. Any teacher who wishes to have a personal copy will be furnished one upon request.

## ARTICLE II: NEGOTIATING PROCEDURE

### A. NEGOTIATING REPRESENTATIVES:

1. The Board representatives must be presently serving on the Board or employed by the Board, in an administrative position.
2. The Association representatives must be professional educators employed by and serving in the Cushing School District.
3. Either party may employ legal counsel for consultative purposes.

4. The representatives of each party shall have the necessary authority to make proposals and counter proposals, to compromise, and to make agreements subject to ratification by the parties.

B. INITIATING NEGOTIATIONS:

1. Written requests for negotiations between the Board and the Association may be submitted by either party on matters concerning, but not limited to, teachers' salaries, wages, hours and conditions of employment.
2. Such requests will specify the subject matter to be considered and will include the specific written proposal and proposals to be negotiated.

C. TIME SCHEDULE AND AGENDA FOR NEGOTIATION ITEMS:

1. Items for negotiations will be submitted through April 1 of each school year.
2. An agenda will be drawn up by the negotiating teams for consideration of items in the negotiation package. This agenda will be subject to approval by both negotiation teams.
3. Negotiations will begin no later than May 1 of that same year.
4. Negotiations will terminate June 30, that same year, and impasse procedures described in G and H below shall automatically be implemented unless extensions are mutually agreed to in writing.
5. Items for negotiation submitted after April 1 each year will not be considered unless two-thirds of the combined negotiation team members approve or unless these items are of a non-monetary nature.

D. CONDUCTING NEGOTIATIONS:

1. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals.
2. As of the time they are made available to the Board, the Board will provide the Association with a superintendent's preliminary estimate of income for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours, and conditions of employment.
3. 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. Such services will be paid by the party utilizing the services.
4. Normally, negotiations will be scheduled during non-duty hours. However, upon mutual agreement that meetings are necessary during duty hours, negotiators shall be released from regular teaching duties without loss of regular salary. The cost of substitute teacher(s) shall be borne by the Association.

5. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
6. During negotiations as described in Article II, Section D, releases to news media shall be made only as agreed to jointly.

E. JOINT STUDY COMMITTEES:

1. The negotiators may create joint study committees composed of such members as they deem proper. The cost of these joint study committees will be shared equally by the Board and the Association.
2. Consultants may be used if deemed necessary by either party. The cost of consultants will be paid by the party utilizing the consultant.
3. If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of regular salary. However, the cost of substitute teachers shall be borne by the Association.
4. Recommendations and reports of joint study committees are advisory in nature.
5. Upon completion of its study and submittal of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the Association and the Board.
6. The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study of any subject.

F. ADOPTING AGREEMENTS:

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

G. DECLARATION OF IMPASSE:

1. Either negotiations team shall have the authority to declare impasse in writing when negotiations reach a point of non-communication.

H. IMPASSE PROCEDURE:

1. Either party shall notify the Federal Mediation and Conciliation Service of the state of impasse and shall request mediation services.
2. If mediation fails to bring about mutual agreement on all items, such items still in dispute shall be submitted to a fact-finding committee within 30 days.

3. The members of the fact-finding committee shall be selected in the following manner: the Board shall select a member of its choice and the Association shall select a member of its choice. These two shall then select a third party who shall be chairperson.
4. The fact-finding committee will have the authority to hold hearings and make procedural rules.
5. All hearings by the fact-finding committee shall be held in closed sessions and no news releases shall be made concerning the progress of such hearings.
6. After the conclusion of such hearings, the fact-finding committee shall submit a report in writing to the Board and the Association only, and shall set forth in the report its findings of fact, reasoning, and recommendations on the issues submitted. The fact-finding committee will limit the scope of its recommendation to items submitted. The report shall be advisory only and binding neither on the Board, nor the Association.
7. After receiving the report of the fact-finding committee, the Board and the Association will meet to discuss the report. No public releases shall be made until after such meeting.
8. The respective parties shall take official action on the report of the fact-finding committee no later than thirty-five calendar days after the meeting described in item 7 above.
9. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact-finding, the procedures provided in item F of this article shall apply.
10. The costs of the services of the fact-finding committee, included per diem expenses, if any, and actual and necessary travel expenses, shall be as follows: the Board shall pay for its appointed member; the Association shall pay for its appointed member; they will share equally the cost of the third member.
11. The Board and/or the Association may request that an official stenographic record of the testimony given at the fact-finding committee hearing be made and a copy of any transcript shall be provided to the Board and/or Association. The party requesting a stenographic record shall pay the cost thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.

### ARTICLE III: GRIEVANCE PROCEDURE

#### A. DEFINITIONS:

1. A "grievant" shall mean a teacher or group of teachers or their Association representative filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this contract agreement; or, of an existing board rule, policy, or practice; or, that an employee has been treated inequitably; or, that there exists a condition which jeopardizes employee health or safety.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean teacher employment days, except as otherwise indicated. If the stipulated time limits are not met by the Board, the grievant shall have the right to appeal the grievance to the next level of the procedure. If grievant fails to meet the time limit, his grievance is dropped.

B. RIGHTS TO REPRESENTATION:

1. The Board shall recognize a Professional Rights and Responsibilities Committee upon its selection by the Association. At least one Association representative shall be present for any meetings, hearings, appeals, or other proceeding related to a grievance which has been formally presented.
2. If, in the judgment of the Association, a grievance affects 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 State 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 action grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Stage II.
3. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, providing that the grievance involves the application or interpretation of the Agreement.

C. INDIVIDUAL RIGHTS:

1. Nothing contained herein shall be construed as limiting the rights 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, as long as such disposition is not inconsistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association representative shall have the right to be present and to state its views at all stages of the grievance procedure.
3. Any grievance shall be submitted not later than 10 school days after incident or happening.

D. PROCEDURE:

It is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:



1. Stage I – The employee or the Association may present the grievance in writing to the employee’s supervisor who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within two (2) days after the meeting.
2. Stage II – If the grievant is not satisfied with the disposition of the grievance at Stage I, or if no decision has been rendered within six (6) school days after presentation of the grievance, the Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his 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 hearings, the Superintendent will have four (4) days to provide this written decision, together with the reasons for the decision, to the grievant.
3. Stage III – If the grievant is not satisfied with the decision at Stage II, or if no decision has been rendered within ten (10) days, then the grievance may be referred to the Board of Education. The Board will arrange for a hearing with the grievant and/or the Association to take place within ten (10) days of the receipt of an appeal and such hearing shall be conducted in executive session. Within five (5) school days after the conclusion of the hearing, the Board shall provide its decision and the reasons therefore in writing to the grievant.
4. Stage IV – If the grievant is not satisfied with the decision at Stage III, then the grievance may be submitted to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage III.
  - a. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. The selected arbitrator will hear the matter promptly and will issue his decision not later than fifteen (15) days from the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.
  - b. The arbitrator’s decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
  - c. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
  - d. The costs for the services of the arbitrator will be shared equally by the Board and the Association.

E. EXCEPTIONS TO TIME LIMITS:

When a grievance is submitted at any stage on or after May 1, time limits shall consist of all week days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

F. NO REPRISALS:

No reprisals will be taken against any teacher because of his/her participation in this grievance procedure.

G. COOPERATION OF BOARD AND ADMINISTRATION:

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance.

H. RELEASED TIME:

Should it be agreed by the Board and the Association that the investigation or processing of any grievance requires that a teacher or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits. Payment of substitute shall be paid by the Board or Association determined on which party asks for release time.

I. PERSONNEL FILES:

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

J. GRIEVANCE FORMS:

Forms for filing grievances will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board. A copy of the form shall be attached hereto as Appendix A.

ARTICLE IV: ASSOCIATION RIGHTS

- A. The Association shall have the right to use designated areas in school buildings for meeting of teachers, provided there is no interference with any scheduled school activities. The use of designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Board rules and regulations.
- B. The Association shall have the right to bulletin board space of at least nine (9) square feet, but no more than twelve (12) square feet in area, for the purpose of posting materials dealing with proper and legitimate business of the Association. Such board shall be placed in a well lighted area in the office or teachers' lounge. In school buildings which do not have bulletin boards for this purpose, the Association shall have the right to provide them.
- C. The Association shall have available at the superintendent's office a copy of the agenda and recommendations of the Superintendent to the School Board prior to each School Board

meeting and a copy of the minutes after each meeting. The Board will also be provided with a copy of the monthly CACT minutes.

- D. The President of the Association, or his authorized designee, who shall be an officer of the Association, shall be allowed to visit schools. Upon his arrival at the school, he shall notify the office of the principal and secure approval in order to facilitate the purpose of his visit. If a substitute is necessary, expenses will be paid by the Association.
- E. The Association shall continue to have use of school mail services for communications sent to and from its members.
- F. One-half (1/2) day designated by administration shall be set aside during the first week teachers are to report for duty for a C.A.C.T. meeting.
- G. An annual report will be given to the Association of individual (names) teaching salaries of classroom teachers. The report will include such information as number of years experience, degree held, and pay for special assignments.
- H. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative when representing a majority of the professional educators of the Cushing School District.

#### ARTICLE V: TEACHER RIGHTS

- A. No teacher shall be disciplined, reprimanded, reduced in compensation without just cause and due process.

#### ARTICLE VI: WORKING CONDITIONS

- A. Teachers shall participate in the scheduled after school parent or student conferences and other related school events as part of their professional responsibilities.
- B. As funds become available, every effort will be made to continue to relieve professional personnel of non-professional, non-teaching duties, including but not limited to, collecting money from students and supervising study halls, playgrounds, corridors, and buses.
- C. Every effort will be made to give each teacher no less than thirty consecutive minutes for lunch during which he shall be given no duties. The teacher is free during this period as to location to eat, as well as, to supervisory assignments.

To ensure that every principal is making every effort to see that every staff member, including the principal, receives this duty free lunch period, the Board of Education will request that a report be given on this matter from each principal at the October Board Meeting each year and that, as soon as possible, appropriate action will be taken to correct any violation.

- D. Teachers will not be required to report to their respective schools earlier than thirty minutes before regularly scheduled class time in the morning and remain no longer than ten minutes after final dismissal time, excluding responsibilities mentioned in A above.

- E. Professional meetings for training or instructional purposes requiring attendance of all teaching personnel and requiring a time period of more than one hour duration will be scheduled as in-service meetings during the regular school day.
- F. Teachers will be notified by an administrator, if at all possible, at least two days prior to requesting all teachers to meet during any time which is not regular teaching hours. This will permit teachers to cancel previously scheduled appointments in most instances.
- G. A preparation period of 55 minutes per day or its equivalent will be provided for all teachers. This period will be free from all duties, including, but not limited to, playground, hall, lunchroom, or study hall. The principal of each school will certify to the Board of Education, on request, that all teachers are utilizing the preparation period for his or her classroom teaching assignments or other school duties.
- H. A program shall be conducted for the instruction of new teachers into the school system. Each new teacher shall be assigned to an experienced member of the staff of his school to whom the new teacher may turn for advice and guidance during the school year. All teachers shall be given a copy of the Contractual Agreement when they are asked to sign their contract, together with copies of the Board Personnel Policies and any other items developed through mutual deliberations with the Cushing Classroom Teachers' Association. Cost of production to be shared equally by Board and Association.
- I. The Organization Development Team (which will include a CACT representative) will be consulted in planning and adjusting the school calendar.

#### ARTICLE VII: EVALUATION OF TEACHERS

- A. All observations to be used for evaluation purposes of the classroom teaching performance shall be conducted openly and with the full knowledge of the teacher. No final evaluation of any teacher's classroom performance shall be completed and filed unless and until the evaluating personnel shall have observed the teacher at work at least two (2) times, or three (3) times, if the teacher shall request promptly after the second observation, that he be observed again. No teacher shall receive adverse comments from any observer in the presence of pupils.
- B. Each teacher shall be given a copy of any written evaluation report intended for his file and shall have the opportunity to discuss such report with the evaluating personnel. After such discussion, the teacher shall sign the report, indicating only that he has read and discussed the evaluation. His signature does not indicate agreement with the report. The teacher shall have the right to place in his file a rebuttal to any written evaluation. This rebuttal shall be signed by the person making the original evaluation as an acknowledgement that it has been called to his attention. Note that signing the evaluation does not indicate agreement with the evaluation. If the teacher is given what he or she considers an inaccurate evaluation, the teacher should make certain to file a rebuttal. Failure to file a rebuttal might be construed as acceptance of the accuracy of the evaluation.
- C. Any adverse evaluation of a teacher's performance placed in his file may be subject to the grievance procedure herein set forth.
- D. Upon written request, each teacher shall have the right to review the contents of his evaluation file, excepting, however, any confidential references given at the time of employment or the

time of application for promotion. At the teacher's request, a representative of the Association may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such file. A copying machine shall be available for the teacher to make copies of such contents and records as concern his work or himself. The cost of such copies may be charged to the teacher.

- E. All official evaluations of teachers in professional matters shall be made by professional personnel. Information from students, parents, or counselors can be used in the evaluation of teachers only if the information is signed and copies provided to the teacher.

#### ARTICLE VIII: VACANCIES

- A. Any vacancy in the promotional positions, including but not limited to: positions as assistant superintendent, principal, assistant principal, counselor, and administrative assistant, shall be publicized by a notice posted in every school building for at least twenty (20) calendar days, exclusive of vacation, in advance of the date of filling such vacancy excepting conditions such as death, dismissal, and resignation. Posting of vacancies during the summer months shall be on the bulletin board in the superintendent's office. Such notice shall clearly set forth the qualifications and compensations of the position. A copy of every such notice shall be mailed to the Association at the time of such posting. Within twenty (20) calendar days, exclusive of vacations, excepting conditions such as death, dismissal, and resignation, following the initial posting of the vacancy, any teacher who desires to fill any such vacancy shall file his application with the superintendent in writing on an approved form which shall be provided upon request.

#### ARTICLE IX: TEACHER ASSIGNMENT

- A. Teachers shall not be assigned outside the scope of their teaching certificate(s) or their major or minor fields of study, except on a temporary basis and by written notice from the superintendent. Such notice shall assure the teacher of an opportunity for assignment in his major or minor field when such a vacancy occurs.
- B. Principals will make teaching assignments after having consulted with the teachers involved and the department head to assure understanding of all factors involved in making such decisions and to elicit suggestions.
- C. Every principal will give every teacher the opportunity to consult with him or her on all matters pertaining to education and more specifically that the teacher will have every opportunity to consult with the principal when his or her teaching assignment is being made or when curriculum changes are being considered.
- D. If a class has any student who is severely handicapped (coming from the Early Childhood Intervention class) or any nucleus of students with problems (emotional, LD, etc.) a committee will be formed to review the needs of those students and will recommend possible teacher's aide. Any teacher may ask for a committee review as they deem it necessary. The administration will appoint a committee. The committee should be composed of: the classroom teacher, the previous teacher, the principal, an administrative representative, any other person who could give needed information about that situation.

- E. Certificated personnel, whose assignments require travel, shall be reimbursed at the rate allowed by the IRS per mile for use of personal automobile. Proper approval must be received from the superintendent.

#### ARTICLE X: SICK LEAVE

- A. SICK LEAVE – Each employee is entitled to sick leave defined as necessary absence from duties due to personal accidental injury, illness, or pregnancy, or accidental injury or illness in the immediate family without the loss of salary for not to exceed ten (10) days during each school year, and the right to such leave shall vest at the beginning of the school year. Pregnancy will be treated as any other temporary disability. Female teachers shall be allowed to use any or all accumulated sick leave for maternity leave.
- B. Unused sick leave will accumulate from year to year, as long as the employee remains continuously in the service of the Cushing Public Schools; however, the maximum accumulated sick leave credit at any time shall not exceed one hundred twenty (120) working days with a maximum of eighty (80) of these days to be used for actual sick leave and the remaining (40) days to be used for other record keeping purposes. An employee may use his accumulated sick leave for personal illness or illness in his immediate family, as hereinafter defined: the term “immediate family” is defined to mean husband and wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity. Each employee upon request shall receive notice of his accrued sick leave. An employee who takes unfair advantage of sick leave benefits shall be subject to forfeiture of days pay/each day violation. C.A.C.T. will aid the administration in policing the sick leave. Any employee may be required to submit appropriate evidence asked by administration concerning the cause of his absence in order to qualify for sick leave benefits. C.A.C.T. will investigate misuse of sick leave when requested the by the superintendent.
- C. Teachers with a minimum of seven years’ experience in Cushing who leave the system will be paid for unused sick leave up to the maximum (currently 80 days) at the rate of one-half the pay for non-certified substitutes for each day accumulated.

As long as this provision is in effect, the Cushing Board of Education goes on record as leaving the total days accumulated sick leave at no more than eighty (80) days.

- D. In the event a teacher with a minimum of seven years’ experience in the Cushing School system dies while still employed by the school system, the teacher’s estate will be paid for unused sick leave up to the maximum (currently 80 days) at the rate of one-half the pay for non-certified substitutes for each day accumulated.

#### ARTICLE XI: LEAVES OF ABSENCE

In the event a teacher is absent from school due to any leave defined in the contractual agreement, the principal or his/her designee shall be responsible for obtaining substitutes. Any teacher wishing to personally obtain the substitute has that option. The teacher will notify the principal or his/her designee as soon as possible that a substitute has been obtained or needs to be obtained.

A. PERSONAL LEAVE:

The Cushing Board of Education shall provide a minimum of three (3) days for personal business leave for certified and support personnel with the following guidelines:

1. The leave must be requested at least two (2) schools days in advance.
2. Days may not be used consecutively.
3. Employee is responsible for arrangement of substitute if needed.
4. Leave cannot be requested/used during the first five (5) and/or last five (5) days of the school year.
5. Leave cannot be requested/used a day prior to and/or after a school holiday or break.

The guidelines as set forth above can be waived by the superintendent or his/her designee in cases of unforeseen circumstance on an individual case-by-case basis.

NOTE: Any or all personal leave days unused at the end of the school year will be credited to the employee's sick leave account. Personal leave days are not cumulative.

B. TEMPORARY LEAVES – The Board of Education shall provide temporary leaves, with pay, for the time necessary for appearance in school related legal proceedings.

C. EMERGENCY LEAVE:

1. This policy provides five days a year of noncumulative emergency leave not chargeable to sick leave. Emergency leave is granted with full pay, for unseen circumstances which would reasonably keep a teacher from performing his duties. The term "emergency" may apply to leave within the following categories:
  - a. funerals for immediate family
  - b. a mandatory court appearance under service of process
  - c. accidents, deaths, disaster in the immediate family involving personal property that require immediate attention
2. Other reasons are subject to administrative approval.
3. Emergency leave may be approved for less than a full day.
4. Emergency leave will not be granted for the following reasons:
  - a. to seek other employment
  - b. to participate in political or social activities

- c. to perform service for compensation
  - d. to participate in professional activities
  - e. for entertainment, recreation, travel, or vacation
  - f. for religious activities
  - g. for inclement weather
5. In cases covered by the approved categories for emergency leave prior approval of the principal must be secured, when possible, at least forty-eight (48) hours in advance. When this is not possible, the forty-eight hour provision may be waived by the principal. Written statement should be submitted by the employee regarding the case of absence. Reasons for emergency leave shall be noted on the building payroll. Principals should keep a written request on file for reference should questions arise regarding approval.
  6. When it becomes necessary for a teacher or an administrator to fulfill the duties of citizenship during school time while serving on jury duty, the teacher or administrator will receive his/her regular salary from the school Board during the time required off, and the Board will pay for the substitute teacher.
  7. If the teacher elects to attend a funeral of anyone other than immediate family, the teacher will pay the cost of a certified substitute when one is needed. This leave is limited to one day in state, and two days out-of-state. This does not apply when other teachers voluntarily cover the classes of the teacher with the approval of the principal.

D. EXTENDED LEAVE OF ABSENCE WITHOUT PAY:

1. Leaves of absence without pay shall be granted only after the employee has worked in the school district for at least three consecutive years as a full time contract employee, except for involuntary military service. Extended leaves of absence may be granted one year and may be renewed upon written request as follows: (a) maternity - may be extended two years; (b) personal illness – may be extended two years; (c) caring for sick members of immediate family – no extension will be granted; (d) military service – may be extended two years; (e) public office – may be extended for term of office. Employees failing to meet the provisions of a specific leave shall not be entitled to reinstatement.
2. Maternity – The employee shall file a written application for leave of absence, said application to designate beginning and terminal dates of requested leave and must be filed with the Superintendent of Schools not less than one month prior to the beginning date of such requested leave of absence or reinstatement under the provisions of a leave of absence.
3. Personal Illness – Requests for leaves of absence for personal illness, requests to return from such leaves, or requests to extend such leaves must be accompanied by a physician's statement. Teachers on leave of absence for personal illness will not be permitted to do substitute teaching.



4. Caring for Sick Members of Immediate Family – Requests for leaves of absence to care for a sick member of immediate family must be accompanied by a physician’s statement.
5. Public Office – Employees who have completed at least three (3) continuous years of service in the Cushing Public Schools will be granted, upon request, a leave of absence of up to one year in order to run for public office. If elected, the employee may return to the Cushing Public School system after his term of office and be reinstated at the salary step to which he was entitled when the leave was granted.
6. Leave of Absence/Reinstatement – When a regular teacher is placed on leave of absence, a “replacement” may be assigned at the regular salary to which he would be entitled as a regular contract teacher during the year for which the leave is granted, the remainder of a school year, or for whatever portion of that time needed to replace the regular teacher. The contract services of the “replacement” will be designated in each such assignment for termination as of the date the regular teacher is able to return. If such sick leave is extended by written request into the calendar year from the effective date of the original leave, after which a permanent teacher may be assigned to the position. All leaves of absence expire automatically on June 1<sup>st</sup> of each year and may be extended through the third year upon written request. If at any time during the calendar year of leave the position of the teacher should be eliminated, he shall be returned to a substantially equivalent position for which he may be qualified.

#### ARTICLE XII: CLASSROOM MANAGEMENT

- A. A teacher shall ensure that all sides of a controversial issue are presented equally to students and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students.
- B. Teachers shall be responsible for creating and maintaining conditions conducive to learning in the classroom. However, administrators, school board members, parents and/or taxpayers also share in the responsibility of education.
- C. A teacher shall not seek to advance personal, political, or religious views in the classroom.
- D. Teachers shall not leave a class unattended. In the case of an emergency, the teacher will be responsible for adult supervision during the absences; further, the teacher shall be responsible for the supervision of students on the school grounds as well as in the school building.
- E. All visitors to the teachers’ classrooms must have prior approval of the principal and the teacher.
- F. No letter grade will be given to children in grade one at the end of the first quarter of the school year.
- G. Every precaution shall be taken to see that the activities of the custodial and the maintenance departments shall in no way interfere with the activities of the classroom. This shall apply to, but in no way be limited to, building repairs, lawn care, and painting. Teachers will be notified and permission granted when it is necessary for maintenance employees to be in their

classrooms. Comment: Teachers should feel free to ask that the maintenance work be delayed if such work will interfere with a particularly important instructional situation.

#### ARTICLE XIII: REDUCTION IN FORCE

When a reduction in the number of teachers in the system is necessary, qualified volunteers shall be first reassigned; then, reassignment will be made based on seniority, beginning with the most recently employed teacher.

When a district-wide reduction in the number of teachers in the bargaining unit is necessary, the overall student program needs of the district will be primary criteria in establishing priorities for programs and those teachers to be released.

In the event of a need to reduce the number of teachers employed by Cushing Public Schools, such reduction shall be achieved by resorting first to the normal attrition of teachers caused by resignation, retirement, death, and factors other than involuntary discharge without lawful cause.

When it becomes necessary for the Board to further reduce the number of certified employees, said reduction in force will be made according to the following policy:

- A. The positions eliminated will be the determining factor, not the teachers occupying those positions.
- B. Nontenured teachers will be placed on inactive employment status before a tenured teacher is terminated. A nontenured teacher will be retained when a tenured teacher "is not qualified" for certification to teach the position for which the nontenured teacher is retained. All teachers must be certified in assigned areas.
- C. If there is more than one nontenured teacher in the position being reduced, the criteria listed below in this order will be used in determining which of the nontenured teachers will be retained and which will be terminated.
  1. The teacher must have certification in a retained teaching position which is open. A nontenured teacher with standard certification for the retained position will be retained over a teacher with temporary certification.
  2. Nontenured teachers with higher evaluation ratings and/or fewer written reprimands may be retained over nontenured teachers. Teachers should have prior knowledge of any documentation used for this purpose.
  3. If certification and evaluation are the same, the determining factors in order of importance:

Years of teaching experience in Cushing

Academic degree status

Years of teaching experience

4. If all of the above criteria are equal, selection will be by lot in the presence of the affected teachers.
- D. If there is more than one tenured teacher in “the position” being reduced, the following criteria, in this order, will be used to determine which of the tenured teachers will be retained.
1. The teacher must have certification in a retained teaching position which is open. A tenured teacher with standard certification for the retained position will be retained over a tenured teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification.
  2. Seniority in the amount, years taught, of continuous full-time contracted teaching employment in the district.
  3. If certification and seniority are the same the determining factors in order of importance:
    - Academic degree status
    - Years of teaching experience
  4. Tenured teachers with higher evaluation ratings and/or fewer written reprimands may be retained over other tenured teachers. Teachers should have prior knowledge of any documentation used for this purpose.
  5. If all of the above criteria are equal, selection will be by lot in the presence of the affected teachers.
- E. Re-employment of certified personnel will be in reverse order of the reduction in force sequence according to this policy for a period of one year from the effective day of unemployment. Provided that this statement only affects those teachers who are “qualified” for the open position.

Should it become necessary to reduce teachers due to reduction in the force the Board representative and the Association representative shall meet to discuss the process. Cushing Public School will comply with state law.

#### ARTICLE XIV: STUDENT DISCIPLINE

A pupil will be removed from a classroom to a designated authority when, in the judgment of the teacher, the student is interfering with the teacher-learning situation for the majority of the class. At the time of removal, the teacher may request that the pupil not be returned to that classroom until a conference is held between the teacher and the designated authority, being the principal, vice-principal or counselor, and the student has not been denied due process.

#### ARTICLE XV: PROFESSIONAL GROWTH AND DEVELOPMENT

- A. Teachers shall be allowed professional days each year for workshops, conferences or observations in other schools for which a substitute will be provided with a prior approval from the administration in each case.

- B. As specified in the Cushing Staff Development Plan, all certified, full-time personnel will participate in a minimum of seventy-five (75) clock hours of staff development activities during each five-year period with a minimum of five (5) clock hours to be earned annually on the local professional days.

#### ARTICLE XVI: EVALUATION OF PRINCIPALS

Teachers shall have the right to participate in the evaluation of principals on an individual basis at the time teachers are evaluated. A form will be devised by the Board that will include both teacher and principal evaluation. No evaluation by teachers shall be given as a formal report to the Superintendent or Board of Education.

#### ARTICLE XVII: PROTECTION OF TEACHERS

All cases of assault suffered by teachers in connection with their employment shall be reported in writing by the teacher to the principal. In any case of assault upon a teacher, or a complaint or suit by third parties as a result of action taken by the teacher while performing his and/or her duties, the Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

#### ARTICLE XVIII: COMPLAINT PROCEDURE

- A. In order to encourage the harmonious and expeditious resolution of complaints by a student, parent or any other citizen against a teacher, the Board agrees to direct the citizen to discuss the matter fully with the teacher. It is understood and agreed that if the complaint is not resolved at this level, and if it is appealed to a high authority (building principal, superintendent, Board), the teacher shall be notified immediately and given the opportunity to provide the necessary background information before any further action is taken on the matter.
- B. If the complaint against a teacher results in an investigation, the teacher shall have the right, if he chooses, to be represented by a duly designated representative of the Cushing Association of Classroom Teachers at every state of the proceedings. In all cases, the Board will assure that in any investigation of charges against a teacher, that he is given due process.

#### ARTICLE XIX: MISCELLANEOUS

- A. The Board of Education shall maintain all its inherent rights, allowed by law, to manage and direct the school systems.
- B. There shall be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, marital status, membership or non-membership or participation in any professional, civic, parent, or charitable organization, in the evaluation, employment, transfer or promotion of personnel.
- C. All sport season passes shall be made available to all certificated personnel. These passes shall be valid for all local sports events and will admit the holder, spouse and children, and be non-transferable.
- D. If an employee opts not to take the insurance offered through the school, the district will provide a dollar amount to those employees (\$69.71 this year).

- E. The principal at each school will be responsible for obtaining substitute teachers for any teacher who is absent due to illness or emergencies. Teachers will be responsible for obtaining their own substitute for any other purpose.
- F. A CACT representative will be on the school calendar committee each year.
- G. The Board of Education agrees to provide optional direct deposit to all employees.

**CUSHING PUBLIC SCHOOLS  
SALARY SCHEDULE  
2016-2017**

<u>YEARS EXPERIENCE</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>DOCTORATE</u>
0	32,400	33,600	34,800
1	32,775	33,975	35,175
2	33,150	34,350	35,550
3	33,525	34,725	35,925
4	33,900	35,100	36,300
5	34,300	35,500	36,700
6	34,700	35,900	37,100
7	35,100	36,300	37,500
8	35,500	36,700	37,900
9	35,900	37,100	38,300
10	36,750	38,375	40,425
11	37,175	38,800	40,963
12	37,600	39,225	41,869
13	38,025	39,650	42,902
14	38,450	40,075	43,717
15	38,875	40,606	45,198
16	39,300	41,401	46,113
17	39,725	42,182	47,009
18	40,150	42,955	47,906
19	40,575	43,729	48,783
20	41,000	44,502	49,670
21	41,425	45,295	50,428
22	41,850	46,088	51,321
23	42,275	46,881	52,114
24	42,700	47,674	52,907
25	43,237	48,367	53,600
26	43,662	48,792	54,025
27	44,087	49,217	54,450
28	44,512	49,642	54,875
29	44,937	50,067	55,300

The above schedule includes full teacher retirement contributions (7% on all salary) which amount will be deducted from the above amounts and paid by the district. This year the district also pays 9.5% additional.

The school district pays for:

- °Full cost of workmen's compensation
- °Full cost of unemployment insurance
- °50% of social security contributions
- °Full cost of school professional liability
- °Flexible cash benefit allowance of \$69.71 to be given as cash to those not taking insurance.

**APPENDIX A**

**GRIEVANCE REPORT FORM**

---

**STAGE IV**

**DATE** \_\_\_\_\_

**ARBITRATOR** \_\_\_\_\_

**RESOLUTION:**

## **APPENDIX B**

### **DUE PROCESS**