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2016-2017

NEGOTIATED AGREEMENT

Between The

EL RENO PUBLIC SCHOOLS

And The

EL RENO EDUCATION ASSOCIATION

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2016 - 2017 NEGOTIATED AGREEMENT

CERTIFIED STAFF

EL RENO PUBLIC SCHOOLS

ARTICLE I - GENERAL CONTRACT PROVISIONS

Section 1. - Contract Reference

This Agreement shall be incorporated by reference into each teacher's individual contract with the same force and effect as though fully set forth therein.

Section 2. - Printing/Distribution of Negotiated Agreement

The cost of printing the Negotiated Agreement shall be shared equally by the Association and the Board.

The Board shall be responsible for typing and preparing the Agreement for printing. The Agreement shall be printed in the school facilities or elsewhere by mutual agreement. Sufficient copies will be printed to provide a copy of the Agreement to each teacher, administrator and Board member and posted on the school website. Copies shall be available for distribution within thirty (30) days if possible, from the date this Agreement becomes effective.

Section 3. - Savings Clause

Should any part of this agreement be declared illegal 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 effected by the deleted part.

At the request of either party, negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

Section 4. - Payroll Deductions

Each teacher may, upon written authorization, initiate the following payroll deductions:

- a. Board-approved insurance programs
- b. Oklahoma Educators Credit Union
Rock Island Credit Union (El Reno)
Federal Corrections Credit Union (El Reno)
- c. EEA/OEA/NEA dues
- d. OEA-PAC/NEA-PAC contributions
- e. Annuities
- f. Other items as approved by the El Reno Board of Education.

Teachers wishing to change parts of their payroll deduction options may do so by giving written notice to the payroll clerk by the fifth of the month prior to the next payroll date. Payroll deduction options placed in the district's 125 Plan shall only be changed in accordance with the regulations of the Plan.

Section 5. - Use of School Buildings/Mail

A. The Association shall be permitted to use school facilities before or after the work day for general membership and/or Association committee meetings, and during duty-free lunch time for building level meetings, upon arrangement with the building administrator.

Teachers from any building can request EEA/OEA representatives to conduct a meeting for the purpose of interpretation and/or clarification of the contract during non-working hours throughout the year. These meetings may be held in any of the district building sites as merited by the purpose of the meeting.

B. An Association representative shall be permitted to distribute information by placing it in individual school mail boxes or e-mail of teachers and shall provide a copy to the building administrator. Such

1 material shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms
2 of this Agreement, administrative regulation or policy.

3 C. Political campaign material other than that directly related to the internal politics of the
4 Association may not be placed in individual school mail boxes, on the school website or school email
5 accounts by the Association.

6 D. Teachers shall have building access during non-school hours and non-school days. This shall
7 include access to copy machines and other equipment. Teachers accessing buildings during non-school
8 hours and non-school days shall be responsible for turning out lights, complying with energy management
9 guidelines, and securing doors upon leaving the building.

10 **Section 6. - Association's Placement on Board Meeting Agenda**

11 The Association upon request shall be provided a space on the agenda to address the Board for
12 the purpose of providing information on matters of concern, except that during annual negotiations,
13 matters which are a part of those annual negotiations may not be addressed, excepting any items
14 currently in the grievance process

15 The Association shall make such request in writing to the Superintendent prior to the preparation
16 of the agenda.
17

18 **Section 7. - Availability of Information**

19 The Board clerk shall make available to the Association a copy of the official agenda for each
20 Board meeting on the same day such copies are made available to the Board.

21 The Board clerk shall make available to the Association copies of the minutes of each Board
22 meeting at the same time such copies are made available to the Board.
23

24 **Section 8. - Association Leave**

25 The Board shall provide the Association with a total of twelve (12) days to use for professional
26 leave which deals with the Association's direct responsibilities with the state and national affiliation. This
27 leave shall be provided without loss of pay.

28 Association leave will be designated by the President of the Association. The Association shall
29 provide the Administration a summary of days used under the agreement upon request. Requests for
30 additional days at the Association's expense may be made to the Superintendent.

31 The Association requests (1/2) one-half day every other week for Association Presidential Leave.
32 This leave would be above the (12) twelve days already granted by the contract for Association Leave.
33 The Association agrees to exclude testing weeks, weeks before and after a holiday, the week after school
34 begins and the last week of school, and short weeks. The President will make arrangements with the
35 school principal for the leave. The Association further agrees to pay the substitute for the President. This
36 agreement is for the term of one year and is open to negotiations for future terms.
37

38 **ARTICLE II - CONDITIONS OF EMPLOYMENT**

39 **Section 1. Assignments**

40 Each teacher will be notified of his/her tentative *grade* and/or subject assignment for the following
41 year by the end of the current school year. In the event any changes are necessary, the affected
42 teachers will be notified as soon as possible, but in any event before notification is made to the general
43 public. In any situation, confidentiality will be stressed by all parties until the affected party is notified to
44 eliminate misinformation
45
46

47 **Section 2. - Work Day.**

48 A. Provided that professional responsibilities related to the proper functioning of the school day do
49 not require otherwise, the teacher work day shall be a minimum of 7 1/2 hours plus a thirty minute
50 duty free lunch. Building start and stop times will be 7:40-3:40 unless the building administrator
51 and building leadership team with staff input make a decision to start and stop earlier or later.
52 Teachers giving up time at the end of the designated student school day to supervise after school
53 students may be paid their hourly after school rate for loss of plan time.
54
55

- 1 B. All regular building staff meetings will be scheduled on a uniform day of each week as agreed
2 upon by building principals and the Superintendent. All Wednesday afternoons during the work
3 year (following the close of the student day) shall be reserved for district-wide staff meetings.
4 Other meetings may be held should a meeting or meetings not be scheduled by the
5 Superintendent or his/her designee. Meetings called by the Superintendent or his/her designee
6 shall take precedence over any other conflicting meetings. The Superintendent's bulletin and/or
7 administrative memorandum will serve as the communication tool to announce district-wide
8 meetings. Except in case of an emergency, if staff or district meetings are necessary on other
9 days, the principal or Superintendent will notify teachers as soon as possible.

10 **Section 3 - Preparation/Planning Time**

- 11 A. Classroom teachers in grades nine (9) through twelve (12) shall be scheduled for preparation
12 time of 225 minutes per five day week
- 13 B. 1. Classroom teachers in grades PK (Pre-Kindergarten) through eight (8) shall be scheduled for
14 a minimum of two hundred ten (210) minutes of preparation time each five (5) day week.
15 2. Preparation time shall be scheduled during the student day while the students are under the
16 supervision of specialized teachers, such as music and physical education.
- 17 C. Teachers shall not be required to forfeit plan time for more than three (3) consecutive semesters.
18 A good faith effort shall be made by the administration to share the responsibility among other
19 staff members for loss of plan time.
- 20 D. 1. When necessary, the principal may require teachers to forego scheduled preparation time to
21 cover the responsibilities of an absent teacher. In such instances, the covering teacher shall
22 have the option to choose "Release Time" and/or "Compensation" at the rate of \$16.00 per hour.
23 Release Time shall be given on a "Time for Time" basis with daily records to be maintained and
24 signed by the teacher. This record shall be submitted to the building principal on a weekly basis.
25 The building principal shall provide a standardized form to be used for this process. Release time
26 shall be approved in advance by the building principal. When a teacher is assigned additional
27 classes during the work day, the teacher shall receive additional pay equal to the rate listed
28 above.
29 2. When necessary, the principal may require teachers to forego scheduled team plan to cover
30 the responsibilities of an absent teacher. In such instances, no "Release Time" or "Compensation
31 Time" will be given to the covering teacher. Every effort will be made to use other resources,
32 such as substitutes in the building, and not take teachers out of their team plan.
- 33 E. Teachers are expected to remain available during planning time; however, if teachers must leave
34 their building, they shall notify the building principal. In the absence of the principal, the
35 principal's designee shall be notified of the need to leave the building. Teachers may use sixty
36 (60) minutes for situations based on advanced administrative approval of the event. In these
37 situations, if the teacher returns by the end of the allotted time and no cover is needed for
38 classes, the teacher shall not be charged leave. If the teacher is gone for no more than two class
39 periods (including personal planning time), then they shall only be charged leave for one class
40 period. Teachers shall not be compensated for loss of prep time during District/State mandated
41 testing periods, field trips, school-wide or district assemblies, or enrichment. These are viewed
42 as professional responsibilities.
- 43 F. If team preparation is planned, teachers are required to attend all team planning sessions;
44 however, if teachers must leave their building, they shall notify the building principal. Teachers
45 may use their team plan time for situations based on advanced administrative approval of the
46 event. In these situations, if the teacher returns by the end of the planning period, the teacher
47 shall not be charged leave. Team plan is defined as part of the teaching assignment and is to be
48 viewed as a class period in which instruction is occurring. Leave provisions will be followed
49 according to the same guidelines as a leave during classroom instruction. (See Article III, Section
50 1F)

51 **Section 4. - Duty-Free Lunch**

52 Teachers shall be scheduled for a duty-free lunch period of not less than 30 consecutive minutes
53 each day. Supervision of students during the lunch period outside of the 30 minutes is
54 considered regular duty and not subject to additional compensation. The principals will ensure
55 that all teachers have a 30 minute duty-free lunch.
56

1
2 **Section 5. - Duty Schedules**

- 3 A. After receiving input from teachers, the principal will establish duty schedules assigning teachers
4 on a rotating and equitable basis
5 B. When assigning teachers to extra duties beyond the normal work day such as taking tickets or
6 crowd control at school events, the principal shall first seek volunteers. If a sufficient number of
7 volunteers are not secured, the principal shall assign teachers. Twenty dollars (\$20.00) per night
8 extra duty (2 hours) shall be paid to teachers directly involved in math night, reading night and
9 music night. Teachers shall receive ten (\$10.00) dollars per hour for all other extra duty
10 assignments.

11
12 **Section 6. - Work Year**

- 13 A. The teacher work year shall include:
14 . 1. One hundred seventy-five (175) days of instruction
15 2. There shall be a maximum of five days prior to the start of school scheduled as follows:
16 Teacher Readiness Day and Enrollment Day (2) and up to Three (3) Professional
17 Development Days.
18 Teacher work day will be held prior to the 1st day of class following enrollment day with
19 every effort being made to give one full work day.
20 A checkout day will be scheduled at the end of the school year.
21 3. There may be (2) additional professional development days for a total of (5) professional
22 development days occurring during the remainder of the school year.
23 4. The work year is defined as 183 days including a total of 175 instructional, 5 professional,
24 plus 3 work days to be scheduled on the school calendar.
25

26 In addition to the days listed above, all new teachers will attend five (5) pre-school days for in-service.
27

- 28 B. Prior to January 1 of each school year, the Association may provide input to the Superintendent
29 regarding the school calendar for the ensuing year. The Superintendent shall consider the
30 Association's input before making his/her recommendation to the Board.
31 C. A minimum of two Fall Break days will be placed in the school calendar and posted on the school
32 website in October. These days are not workdays for teachers.
33 D. If it is decided by the administration to shorten the number of days of instruction/staff
34 development to correspond to the state approved 1080 hours the teacher work year will also be
35 according to the hours
36
37

38 **Section 7. - Activity Clubs and Sponsorships**

39 Teachers may express their preferences in selecting Activity Club and Sponsorship Assignments.

- 40 a. If a teacher prefers a particular activity club and/or sponsorship assignment for the
41 ensuing school year, that preference shall be expressed in writing on a standardized form to the
42 immediate supervisor by April 15.
43 b. The immediate supervisor shall:
44 1. Post all activity club and/or sponsorship positions and the amount of compensation
45 for each position by April 1;
46 2. Make application forms available to teachers;
47 3. Consider all written applications that were submitted by April 15;
48 4. Select the best-qualified teachers, and
49 5. Notify all applicants by posting the assignments on or before Record Day in an area
50 where all teachers have ready access.
51 c. Teachers new to the building for the ensuing school year may request in writing and be
52 considered for any unfilled activity club and sponsorship assignments.
53 d. Activity Club and Sponsorship assignments designated for compensation shall be paid
54 according to the Supplement Salary Schedule provided for in this agreement.
55 e. If a qualified sponsor is not secured the principal shall assign the sponsor.
56

1 **Section 8. - Notice of Vacancies**

2 When resignations, terminations, and recommendations for new positions of all certified
3 personnel have been determined to exist, a list of vacancies including position, grade level/subject taught,
4 and school, shall be posted in the District Personnel Office and at a central location in each elementary
5 and secondary school and posted on the district website. When school is not in session, vacancies shall
6 be posted on the district website.
7

8 **Section 9. - Voluntary Transfers**

9 A teacher who desires a transfer to another position in a different building must file a written
10 statement of such desire and complete an appropriate transfer form with his/her current principal, the
11 Superintendent, and the receiving principal (if applicable). The appropriate transfer form shall include the
12 grade, the subject, and the school to which the teacher desires to be transferred.
13

14 **Section 10. - Involuntary Transfers**

- 15 A. If it becomes necessary to involuntarily transfer or reassign a teacher, the administration will notify the
16 teacher prior to the first day of school of the following year. The administration retains the right to assign
17 any teacher to any position for which he/she is qualified and certified based on what is best for student
18 achievement. After being informed of the involuntary transfer the teacher will have ten (10) working
19 days to resign and the Board will accept the resignation.
20 B. If the teacher objects to the transfer or reassignment, the teacher may present his/her written
21 objections to the principal or the Superintendent.
22 C. A good faith effort will be made to notify a teacher if an involuntary transfer is necessary.
23 Professionalism and confidentiality are encouraged by all parties involved.
24 D. Before the first contract day, the administration further retains the right to assign any teacher to
25 any position for which he or she is qualified and certified prior to the first day of class. The
26 teacher may request a conference with the building administrator regarding the transfer.
27

28 **Section 11. - Reduction in Staff**

- 29 A. Needs of the School District and Students
30 1. When the Board determines it is necessary to reduce the total number of teachers in the
31 district, the student and program need of the district will be the primary criteria in establishing
32 priorities for those to be released.
33 2. Should a Reduction in Force be necessary, the District will schedule a meeting with the
34 Association to discuss the process. The Marzano Evaluation Model will not be used to determine
35 a certified staff member's eligibility/selection for the Reduction in Force. In implementing a
36 reduction in force, the position or positions to be eliminated will be determined by the Board first
37 and, thereafter, the following procedures will be used to determine the teacher or teachers to be
38 released as a result thereof.
39 B. Non-renewal and Displacement Sequences
40 1. Reduction shall occur by normal attrition first. Teachers identified for reduction resulting
41 from attrition shall be transferred to a vacant position for which the teacher is certified and qualified.
42 2. A licensed teacher in an eliminated position will be released next.
43 3. A probationary teacher in an eliminated position will be released next. However, if that
44 probationary teacher is certified and qualified for another position held by a licensed or other
45 probationary teacher, the probationary teacher will be reassigned to that position, and the licensed
46 or other probationary teacher will be displaced and released.
47 4. A career teacher in an eliminated position will be released next. However, if that career
48 teacher is certified and qualified for a position held by a licensed, probationary or other career
49 teacher, the career teacher will be reassigned to that position, and the licensed, probationary or
50 other career teacher will be displaced and released.
51 5. Teachers must have on file in the Superintendent's office, at the time of the presentation
52 of the recommendation to reduce force, either the proper certification or evidence of eligibility for
53 such certification, in order for any displacement to occur.
54 6. If there is more than one teacher certified and qualified to displace another teacher in
55 accordance with the procedures in numbers B. 2, B. 3 or B. 4 above, the following criteria, in
56 priority order, will be used to determine which teacher or teachers will be displaced and released.

1. Certification: Standard, then Provisional, then Temporary
2. Years of local district teaching experience in the position to be retained
3. Seniority: Continuous teaching experience in the district
4. Academic degrees: Doctorate, then Masters, then Bachelors
5. Current year's evaluation
6. Recommendations of the principal and Superintendent

Recall:

1. Teachers who are released because of reduction in force will have priority, for one (1) school year to fill subsequent vacancies in positions for which they are certified and qualified. Teachers will be offered reemployment in reverse order of release according to the provisions of this policy.
2. Released teachers will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. A teacher shall remain on the recall list unless the teacher:
 - a. does not accept a position within ten (10) days from the mailing of notice of vacancy as provided above; or
 - b. waives recall in writing; or
 - c. resigns; or
 - d. refused to accept a position offered to him/her by the district.
3. It shall be the teacher's responsibility to see that the district has his/her current address on file, and that address will be used for recall purposes.
4. A teacher who is recalled shall have restored all benefits accrued on the effective date of release due to reduction in force, and for payroll purposes shall be given credit for all previous teaching experience to which he/she would be entitled under this Agreement.

Section 12. - Teacher Evaluation

Evaluations of teachers shall be based upon the Tulsa Evaluation Model

All career teachers will be formally evaluated according to Oklahoma State Law and the Tulsa Evaluation Model .

All teachers will be evaluated by administrative personnel who have participated in the required training of the State Department of Education. Each teacher will be notified at the beginning of each school year which administrator(s) has been designated as his/her evaluator.

Formal classroom observations for the purpose of evaluation shall be conducted openly with the full knowledge of the teacher. Evaluations will follow the terms of the Tulsa Evaluation Model)

All career teachers shall be formally evaluated at least once during each school year by April 30 except for career teachers receiving a "superior" or "highly effective" rates under the TLE, who may be evaluated once every **three (3) years**. All probationary teachers will be formally evaluated at least twice each school year, once during the fall semester and once during the spring semester.

Section 13. - Personnel File

- A. An official file shall be maintained in the office of the Superintendent. Unofficial working files may be maintained in the office of each principal.
- B. Material that may adversely affect a teacher's employment status and/or other negative materials may not be placed in the teacher's official file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) working days, to affix a written response to said material which could be conceived as untrue or unfair. The teacher will have the right to grieve such material before it is added to the permanent file.
- C. A teacher, or upon written authorization, the teacher's designee, may review the contents of the teacher's official file during normal business hours of the Superintendent's office, but not during the duty time of the teacher or designee. The teacher is entitled to receive a copy of any documents contained therein with the teacher receiving the first copy at no cost and paying the cost of reproduction for additional copies.

- 1 D. Access to a teacher's official file will be limited to: the teacher or the teacher's designee, district
2 employees who have a need to review the file in order to complete a job responsibility, members
3 of the Board of Education, public agencies upon official request, otherwise as required by law.
4 E. Upon request of the teacher and recommendation of the current Superintendent, the Board may
5 remove documentation from a teacher's personnel file.
6

7 **Section 14. - Disciplinary Conferences**

- 8 A. Teachers shall have the right to have a representative of their own choosing present whenever
9 attending a conference with an administrator and/or the Board during which they are receiving a
10 written reprimand or other documentation of a formal disciplinary action.
11 B. If at all possible, teachers shall not be verbally reprimanded in the presence of others, and
12 disciplinary actions shall remain confidential.
13 C. If possible, teachers will be informed of the nature of the subject to be discussed in the event a
14 conference is requested by their building principal.
15 Teachers shall have the right to stop a conference in progress and secure EEA representation
16

17 **Section 15. - Teaching Facilities**

- 18 A. The Board agrees to maintain health and safety conditions at each school site in compliance with
19 applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or
20 hazardous conditions as determined by proper regulatory authority.
21 B. The Board shall strive to provide adequate facilities for teachers. Teachers shall report concerns
22 of inadequacies to their building principal.
23

24 **Section 16. - Lounge Facilities**

25 Teachers shall be provided a lounge area in each school as long as space is available and
26 providing such area will not interfere with the needs of the students.
27

28 **Section 17. – Monthly Pay Warrants**

29 Pay warrants shall be issued on the 20th of each month. In the event the 20th of the month falls
30 on a school holiday or weekend, the warrants shall be issued the last workday preceding the 20th of each
31 month. Teachers will have the option of having their warrants electronically deposited through the district
32 bank to their financial institution through a direct deposit system.
33

34 **Section 18. - Admission To School Events**

35 All teachers shall be provided with an identification pass which shall admit the teacher to all
36 school events, except that the pass may not be used for fundraising, banquets or other similar activities.
37 This pass shall also admit one (1) guest and/or immediate family members accompanied by the teacher
38 to all school events. Immediate family members shall be defined as spouse and school-age children
39 living in the household.
40

41 **Section 19. - Teacher Protection**

- 42 A. Any incident of assault, battery, or assault and battery upon a teacher by a student, patron or
43 school district employee shall be reported to the principal immediately. The principal is
44 authorized to take whatever actions as are necessary to protect teachers and others from assault,
45 battery, or assault and battery.
46 B. If a teacher is assaulted or battered by a student, patron or school district employee, the teacher
47 shall be informed of any actions taken by the District and shall be informed if that individual is
48 subsequently granted access to the school site by the administration.
49 C. Teachers injured while in the performance of their duty as a result of an assault and/or battery
50 shall continue to receive their full salary including fringe benefits. Any workers compensation
51 benefits received by the employee shall be refunded to the school district. Such absences shall
52 not be charged to sick leave benefits; they will count as active days for experience purposes.
53 Employee shall be reinstated whenever medically able.
54

1 **Section 20 - Certified Staff Resignation**

2 Resignations must be dated and submitted in writing to the Superintendent stating the effective
3 date of resignation. Any resignation that is vague or indeterminate may not be accepted.

- 4 1. Oklahoma State law requires certified staff must notify the school board of the desire to not
5 be reemployed within fifteen days after the first Monday in June or the teacher will be
6 deemed to be reemployed.
- 7 2. Notification of intent by the school district to not enter into a written contract with a regularly
8 employed teacher for the next school year must be made prior to the first Monday in June.
9 Intent letter must be mailed by registered or certified mail. Realizing that opportunities arise
10 that would allow certified staff to better their career, the Superintendent's office has agreed to
11 recommend to the School Board that all certified staff who submit resignations be released
12 from their contracts prior to the first Monday in June. Resignations submitted after that will be
13 handled on an individual basis.

14
15 **Section 21 – Professional Dress**

16 We believe that professional and modest dress is essential for all certified teaching staff
17 members. The following dress code will apply to all teachers throughout the district.

18
19 Acceptable Attire

- 20 • Clothes that maintain a professional and appropriate appearance.
- 21 • Clothes that are neat, clean and in good repair.
- 22 • Skirts of appropriate length.
- 23 • Appropriate necklines.
- 24 • No spaghetti straps, no sleeveless less than two inches unless covered by a jacket or a
25 top.
- 26 • No showing of skin between shirts and pants/skirts.
- 27 • All staff will wear their district issued ID badges.
- 28 • No beach style flip-flops.
- 29 • Jeans that are appropriate for school wear may be worn on the last working day of the
30 week.

31 Each certified staff member is expected to work with the building administrator to determine what is
32 appropriate within their building for educational and program driven purposes. Exceptions may be made
33 for spirit week and fundraisers.

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35
36
37 **ARTICLE III – LEAVE PROVISIONS**

38
39 Leave shall be recorded in increments of hours (or minimum increments of quarter hours). Portions of
40 quarter hours shall be recorded as a full quarter hour. It is professional responsibility to use leave as
41 defined.

42
43 **Section 1. - Sick Leave**

- 44 A. The Board shall provide each staff member **twelve (12)** days of sick leave each year for use in
45 case of personal accidental injury, illness, or pregnancy, or accidental injury or illness in the
46 immediate family. "Immediate family" shall be defined as a spouse, children, step-children,
47 parents, step-parent, grandparents or grandchildren of the employee. Staff members on eleven-
48 month contracts will receive eleven (11) days each year, and those on twelve-month contracts will
49 receive twelve (12) days each year. Employees retiring from the District and with a minimum of
50 five years of service in the district shall be eligible to receive compensation for accumulated
51 unused sick leave up to a maximum of one hundred (100) days, at a rate of ½ non-certified
52 substitute pay. The employee shall be given consideration of compensation when placement of
53 official notification of retirement is received by the administration. Unused sick leave days used
54 for the purpose of early retirement are not eligible for this compensation.
- 55 B. Unused sick leave days may accumulate to a maximum of one hundred (100) days.

- 1 C. Following five consecutive days of sick leave, a supervisor may request a medical verification of
2 the medical condition necessitating the leave. The supervisor may request a medical verification
3 of the sick leave taken if the supervisor has suspicion the staff member has abused the definition
4 of sick leave.
- 5 D. If, after exhausting accumulated leave, a staff member is absent due to personal catastrophic
6 illness or injury, the staff member shall be eligible to apply for days from the Sick Leave Sharing
7 Program in accordance with the provisions of the Program.
- 8 E. If, after utilizing the Sick Leave Sharing Program, or after exhausting all accumulated leave, a
9 staff member is absent due to personal accidental injury, illness or pregnancy, the staff member
10 shall receive for a period of not to exceed twenty (20) days his/her full contract salary less the
11 amount actually paid a certified substitute if one is hired or normally paid a certified substitute if
12 one is not hired.
- 13 F. A teacher may leave school for up to one hour with approval of the administration and mutual
14 consent of the teacher(s) who is (are) covering a class without being counted against sick leave
15 or any other leave. Absences accrued beyond the one-hour allowance shall be chargeable.
- 16 G. The teacher requesting the leave will be responsible for recruiting the teacher(s) to cover the
17 class. No pay will be made to the teacher covering the class.

18

19 **Section 2. – Sick Leave Sharing Program**

20 The Board and the Association agree to establish a Sick Leave Sharing Program to allow employees to
21 donate sick leave days to other employees in the school system when the need arises. District employees
22 may donate sick leave to a fellow employee who is pregnant or recovering from or who is suffering from
23 or who has a relative or household member suffering from an extraordinary or severe illness, injury,
24 impairment or physical or mental condition which has caused or is likely to cause the employee to take
25 leave without pay or to terminate employment. The sick leave sharing shall be subject to the following
26 conditions:

27 A. Definitions:

- 28 1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent,
29 stepparent, or parent of the employee.
- 30 2. "Household members" mean those persons who reside in the same home, who have
31 reciprocal duties to and do provide financial support for one another. This term shall
32 include foster children and legal wards even if they do not live in the household. The term
33 does not include persons sharing the same general house when the living style is
34 primarily that of a dormitory or commune.
- 35 3. "Severe" or "extraordinary" means serious, extreme, or life-threatening including
36 temporary disability resulting from pregnancy, miscarriage, childbirth and recovery there
37 from; and
- 38 4. "District employee" means a teacher or any full-time employee of the school district.

39 B. A district employee may be eligible to receive shared leave pursuant to the following conditions:

- 40 1. The Board of Education determines that the employee meets the criteria described in this
41 section; and
- 42 2. The employee has abided by district policies regarding the use of sick leave.

43 C. A district employee may donate annual leave to another district employee only pursuant to the 44 following conditions:

- 45 1. The receiving employee has exhausted, or will exhaust, sick leave earned pursuant to
46 Section 6-104 of Title 70 of the Oklahoma statutes due to pregnancy, miscarriage,
47 childbirth and recovery there from, an illness, injury, impairment, or physical or mental
48 condition, which is of an extraordinary or severe nature and involves the employee, a
49 relative of the employee, or household member;
- 50 2. The condition has caused, or is likely to cause, the employee to go on leave without pay
51 or to terminate employment;
- 52 3. The Board of Education of the district permits the leave to be shared with an eligible
53 employee;
- 54 4. The amount of leave to be donated and the amount of sick leave received is within the
55 limits set by the Board of Education of the district; and in this regard, it is the current
56 policy of the Board of Education that a donating employee's balance, after donation, must

1 be at least 10 sick days. No employee can donate more than 60 sick days in any year,
2 and no employee may receive more than a total of 60 sick days in any year.

3 5. District employees may not donate excess sick leave that the donor would not be able to
4 otherwise take.

5 6. All other leave must be exhausted before application can be made.

6 D. The Board of Education shall require the employee to submit, prior to approval or disapproval, a
7 medical certificate from a licensed physician or health care practitioner verifying the severe or
8 extraordinary nature and expected duration of the condition.

9 E. Donated sick leave is transferable between employees of different school districts in the state
10 with the agreement of both boards of education of each school district.

11 F. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave
12 received will be designated as shared sick leave and be maintained separately from all other sick
13 leave balances.

14 G. Any donated sick leave may be used by the recipient only for the purpose specified in this
15 section.

16 H. Any sick leave earned pursuant to section 6-104 of Title 70 of the Oklahoma Statutes available
17 for use by the recipient must be used prior to using shared sick leave.

18 I. Any shared sick leave not used by the recipient during each occurrence as determined by the
19 Board of Education shall be returned to the donor. The shared sick leave remaining will be
20 divided among the donors on a prorated basis based on the original donated value and returned
21 at its original donor value and reinstated to the annual leave balance of each donor.

22 J. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened,
23 intimidated, or financially induced into donating sick leave for purposes of the leave sharing
24 program.

25 **Section 3. - Personal Business Leave**

26 A. Each teacher shall be granted five (5) days of leave each year to conduct personal business; that
27 must be conducted at times that school is in session. Such leave shall be without loss of pay,
28 and a maximum of five (5) days can be accrued as sick leave. If a teacher takes off for any
29 reason that falls under the terms of Article III Section 1 F and G, the teacher shall not be docked.

30 B. Except in emergency situations, and release to observe a family member's participation in a
31 school sanctioned activity, personal business and annual leave may not be used during the five
32 days prior to student arrival, **the first five days of each semester and the last five days of**
33 **each semester unless approved by the superintendent or his designee**

34
35 **Section 4. - Bereavement Leave**

36 A. Each teacher shall be granted up to five (5) days leave for each death in the immediate family
37 (parents, father-in-law, mother-in-law, siblings, brother-in-law, sister-in-law, spouse, children,
38 grandparents, grandparents-in-law, and grandchildren) without loss of pay. If no workdays exist
39 between the date the death occurs and the end of the fifth day, no bereavement leave shall be
40 granted.

41 B. When additional days are needed or when a death occurs outside the immediate family, the
42 teacher may apply to the Superintendent for additional days.

43
44 **Section 5. - Job-Injury Leave**

45 Teachers who are unable to continue the performance of his/her job responsibilities as a result of
46 an injury sustained in the reasonable performance of their duties shall be paid in accordance with the
47 provisions of the Worker's Compensation Insurance.

48 The teacher may utilize accumulated sick leave, personal or emergency leave at the rate of three
49 (3) tenths of such leave per day to the extent that the teacher receives full wages during the absence
50 from work.

51
52 **Section 6. - Leave of Absence**

53 A. Teachers with at least three (3) years of service to the district may apply to the Board for a one
54 (1) year unpaid leave of absence. The teacher must state that the reason for the leave is not for
55 the purpose of accepting other employment.

- 1 B. While on an approved leave, teachers shall be permitted to participate in district sponsored
- 2 insurance programs with the teacher paying the premium costs.
- 3 C. Applications for reinstatement for the ensuing year following a leave of absence must be filed by
- 4 March 1. If no such request is filed by that date, the teacher will be deemed to have resigned
- 5 his/her position effective at the end of the current contract year
- 6 D. Upon returning from an unpaid leave of absence, the teacher will be assigned to the same
- 7 position he/she held prior to the leave if a vacancy exists, or to another position for which the
- 8 teacher is certified and qualified.

9
10 **Section 7. - Non-Chargeable Leave, Leave Without Pay and Unauthorized Absences**

- 11 A. If a teacher is granted leave to attend a professional meeting or for a function directly related to
- 12 the operation of the school, there shall be no loss of pay.
- 13 B. If a teacher believes there is a need to be absent from work for any reason not covered by an
- 14 approved category of leave, or if the appropriate leave within a category has been exhausted, a
- 15 teacher may request leave from the superintendent. If the leave is unpaid an amount equal to
- 16 one (1) day's pay will be deducted for each day of such absence.
- 17 C. If the above leave is not approved, the teacher may not be absent from his/her duties.
- 18 D. The superintendent or designee will determine what section the leave will be taken from or
- 19 whether it will be unpaid

20
21
22 **Section 8. - Legal Process Leave**

23 Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil,

24 or juvenile proceeding. A teacher serving as a juror or subpoenaed witness shall be paid his/her full

25 contract salary.

26
27 **Section 9.-Vacation Leave:**

28 El Reno Public Schools will be closed one week for the Fourth of July holiday and two weeks for

29 Christmas holiday. All buildings will be closed to all personnel (unless essential). No leave will be charged

30 for those days and no leave forms will be filled out. Twelve month full-time employees will be paid for

31 these days at their regular rate of pay. Essential personnel will be given compensatory time for the days

32 that they are required to work. All essential employees must be approved by the Superintendent

33
34 **ARTICLE IV - COMPENSATION**

35
36 **Section 1 – Salary Schedule** (Refer to Salary Schedule in the Appendix beginning on page 44)

37
38 **Section 2 - Supplemental Salaries**

39 Conditions:

- 40 1. All positions shall be approved by the Superintendent prior to being filled.
- 41 2. No teacher shall make less for his/her supplemental assignment than he/she made the previous
- 42 year for the same assignment.
- 43 3. No Extra Duty shall be paid to an individual for assignments performed which are included in
- 44 his/her supplemental contract.

45 (Refer to Supplemental Salaries Schedule in the Appendix beginning on page 38)

46
47 **Section 3. - Health Insurance**

48 For the fiscal year ending June 30, 2005, and each fiscal year thereafter, the state-paid flexible

49 benefit allowance amount for certified personnel shall be no less than one hundred percent (100%) of the

50 premium amount for the HealthChoice (High) option plan for an individual offered by the State and

51 Education Employees Group Insurance Board.

52 Cash In Lieu of Insurance: Beginning with the 2004-2005 fiscal year, certified employees who

53 choose cash in lieu of the major medical health insurance may elect to receive \$69.71 monthly in taxable

54 compensation.

1 **Section 4. - 125 Cafeteria Package**

2 The Board shall select a Section 125 IRS Fringe Benefit Plan and make it available to all teachers
3 for participation.

4
5 **Section 5. - Life Insurance**

6 The Board shall provide a group term life insurance policy with a coverage amount of forty
7 thousand dollars (\$40,000) for each employee, pro-rated by age.

8
9 **Section 6. - Mileage**

10 The Board shall reimburse each teacher whose assignment requires traveling from his/her base
11 site to one or more schools within a workday. The El Reno Public School District shall pay mileage
12 reimbursement consistent with the current IRS mileage rate at the beginning of the current fiscal year
13 allowing for one (1) adjustment at midterm.. Upon approval by district administrators for use of a private
14 vehicle for school functions, a teacher shall be reimbursed at the current IRS mileage rate

15 Teachers/coaches who travel for the purpose of and are paid for supplemental assignments
16 (even though the assignment occurs during the seven-period work day) will not be paid mileage for travel
17 to the supplemental assignment.

18 Teachers must itemize claims for reimbursement under this section, including date, miles
19 traveled, reason for travel and the administrator approving the travel.

20 At the beginning of each fiscal year, estimates of mileage for the fiscal year shall be submitted to
21 the encumbrance clerk prior to an event or events requiring reimbursement.

22
23 **ARTICLE V - GRIEVANCE PROCEDURE**

24 A. PURPOSE

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

27 B. DEFINITIONS

28 1. A "grievance" is a claim by a teacher or teachers that there has been a violation,
29 misinterpretation, or misapplication of the terms of this Negotiated Agreement that has
30 affected that teacher or teachers.

31 2. The "grievant" is the teacher or teachers making the claim.

32 3. The "party in interest" is the teacher or teachers making the claim, or any person who
33 might be required to take action, or against whom action might be taken in order to
34 resolve the claim.

35 4. "Days" except when otherwise indicated shall mean working days.

36 C. PROCEDURE

37 1. Level I - A teacher with a grievance shall first discuss the grievance individually with the
38 principal within ten (10) days of the alleged violation, citing the article and section alleged
39 to have been violated with the objective of resolving the grievance informally. The only
40 written record will be to document the date and time the informal grievance related
41 incident occurred.

42 2. Level II

43 a. If the grievant is not satisfied with the disposition of his/her grievance at level one,
44 he/she may file the grievance within five (5) days of the level one meeting with the
45 principal citing the article and section alleged to have been violated and the specific
46 remedy sought.

47 b. The principal shall schedule and hold a formal meeting with the grievant within five (5)
48 days after receipt of the written grievance and shall transmit a written decision to the
49 grievant within five (5) days of the meeting.

50 3. Level III

51 a. If the grievant is not satisfied with the disposition of his/her grievance at level two,
52 he/she may file the grievance within five (5) days of the level two response with the
53 superintendent.

54 b. The superintendent shall schedule and hold a meeting with the grievant within five (5)
55 days after receipt of the appeal and shall transmit a written decision to the grievant within
56 five (5) days of the meeting.

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

9 D. RIGHT TO REPRESENTATION

10 The grievant and the administration may each be represented by a person of their own choosing
11 at levels II, III, and IV of this procedure.
12

13 E. GENERAL PROVISIONS

- 14 1. The Association may file a grievance as the "grievant" on alleged violations of the article
15 pertaining to Association provisions at the appropriate level giving rise to the grievance.
16 2. Decisions rendered at levels two, three, and four of the grievance procedure will be in
17 writing, setting forth the decisions and the reasons therefore and will be transmitted
18 promptly to all parties in interest and to the Association.
19 3. The grievant shall have sole responsibility for pursuing the grievance through all levels
20 and within the time limits specified in these procedures.
21 4. Necessary forms for the filing of grievances shall be mutually agreed upon by the
22 Association and the Board and shall be made a part of this Agreement.
23 5. Copies of official grievances, all documents, communications, and records dealing with
24 the processing of a grievance will be filed in a separate grievance file and will not be kept
25 in the personnel files of any of the participants.
26 6. No reprisals shall be taken against the grievant, any witness, or other participant in the
27 grievance procedures by reason of such participation.
28 7. Failure in any step of this procedure to appeal to the next level within the specified time
29 limits shall be deemed to be acceptance of the decision at that level.
30 8. All meetings and hearings, with the exception of those at level IV, under this procedure
31 shall not be conducted in public and shall include only parties in interest and their
32 selected representatives.
33 9. Time limits at any level may be extended by mutual agreement, and such agreements
34 shall be reduced to writing and placed in the record for that grievance.
35 10. Failure in any step of the procedure to communicate the decision to the grievant within
36 the specified time limits shall permit the grievant to appeal the grievance to the next level.
37
38

39 (Grievance Forms are in the Appendix beginning on page 25)
40
41
42
43
44
45
46
47
48

1 **DURATION**

2
3 This Agreement represents the full and complete agreements of the parties. This Agreement
4 shall remain in full force and effect and bind the parties until replaced by a subsequent Agreement
5 negotiated in accordance with the provisions of the Procedural Agreement.

6 In witness where, the Association and Board have set their signatures on the 12 day of
7 September, 2016.
8
9

10
11 _____
12 President
13 El Reno Education Association

President
El Reno Board of Education

14
15 _____
16 Chairperson
17 El Reno Education Association

Chairperson
El Reno Board of Education

18
19 _____
20 Team Member

Team Member

21
22 _____
23 Team Member

Team Member

24
25 _____
26 Team Member

Team Member

27
28 _____
29 Team Member

Team Member

APPENDIX

PROCEDURAL AGREEMENT

I. PURPOSE

2.1 The Board of Education of the El Reno Public Schools and the El Reno Education Association recognize the need for an orderly process of communication for administering employer/employee relations that conform with Oklahoma Statutes 05-70-509.1 through 05-70-509.10.

II. RECOGNITION

3.1 This Agreement is made and entered into by and between the El Reno Education Association, hereinafter termed the "Association" and the Board of Education of the El Reno Public Schools, hereinafter termed the "Board".

3.2 The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers, and who do not hold supervisory authority with respect to other teachers of the El Reno Public Schools.

III. SCOPE OF BARGAINING

4.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

4.2 The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations which are not inconsistent with the Negotiated Agreement. There shall be no negotiations on inherent managerial responsibility.

IV. NEGOTIATIONS PROCEDURES

5.1 Negotiation Teams

5.1.1 The Board and the Association shall each designate in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement, and the names of alternates who will attend the sessions only when serving in the place of a regular team member. Each party shall also designate the person on its team who will serve as spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.

5.2 Opening Negotiations

5.2.1 Between March 15 and April 15 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

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

5.2.3 The party which requested negotiations to commence shall submit all of its negotiation proposals at the first session. The other party shall submit all of its negotiation proposals at the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

5.3 Negotiations Sessions

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

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

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

5.3.4 Negotiation sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the district.

5.3.5 During meetings, each party is free to caucus at any time.

5.3.6 Other meeting ground rules shall be set by mutual agreement at the table.

5.4 Tentative Agreement

5.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the

1 course of negotiations, and to reach tentative agreements subject to ratification by the Board and the
2 Association.

3 5.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and
4 dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall
5 be submitted first by the Association to the teachers for ratification and then by the Superintendent to the
6 Board for ratification.

7 **V. IMPASSE**

8 6.1 If negotiations are not successfully concluded by the first day of school an impasse shall exist. At
9 any earlier time following the initial negotiation session, either party may declare an impasse, or, by
10 mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of
11 school.

12 6.2 Within two (2) days of such declaration, the parties shall request the services of the Federal
13 Mediation and Conciliation Service.

14 6.3 If the mediation process has been utilized and has failed to bring about agreement on all items,
15 the unresolved items shall be submitted to fact finding as follows:

16 6.3.1 A fact-finding committee consisting of three (3) members shall be formed. One (1) member shall
17 be selected by the Association, and one (1) member shall be selected by the Board, within five (5) days.
18 The third member shall be selected by the first two (2) members as follows: The parties shall notify the
19 State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact-
20 finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall
21 occur with the party winning the toss having the right to strike a name from the list. The parties will then
22 continue alternately striking names from the list until only one name remains. The person whose name
23 remains on the list will serve as the chairperson of the fact-finding committee.

24 6.3.2 The committee shall meet with the Board's and the Association's negotiation representatives for
25 the purpose of fact finding.

26 6.3.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall
27 meet to exchange written language on each item at impasse. The exchanged documents shall be
28 furnished to the chairperson and other members of the committee. Each item being submitted to fact
29 finding shall show the last position taken by each negotiating team.

30 6.3.4 The cost for the services of the fact finding committee, including per diem expenses, if any, and
31 actual and necessary travel expenses shall be shared in the following manner: the Board shall assume
32 the expenses of the representative selected by the Board, the Association shall assume the expenses of
33 the representative selected by the Association, and the expenses of the third member shall be shared
34 equally by the Board and the Association.

35 6.3.5 The fact-finding committee shall have authority to establish procedural rules, conduct
36 investigations, and hold hearings during which each party shall be given an opportunity to present its
37 case with supporting evidence.

38 6.3.6 All hearings by the fact-finding committee shall be conducted in closed session.

39 6.3.7 The chairperson shall convene the committee for fact finding as soon as possible. The
40 committee shall meet with the representatives of both parties and, within twenty (20) days after the fact-
41 finding meeting shall present its written recommendation to the Board and the Association. The report
42 shall set forth findings of fact and recommendations on the issues submitted

43 6.3.8 If either party decides it must reject one or more of the committee's recommendations, said party
44 must, within seven (7) days after the committee has presented its recommendations, request a meeting of
45 the representatives who have been negotiating for the Board and the Association. The parties shall meet
46 within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the
47 parties shall exchange written statements expressing each party's rationale for rejecting each
48 recommendation found unacceptable and shall attempt to clarify any remaining differences. The
49 representatives shall then resume a good faith effort to resolve the remaining differences; provided, after
50 fourteen (14) days after the exchange of written statements, as provided for by this section, either party
51 may discontinue such effort.

52 5.3.9 The Board shall file a copy of the fact finding report with the office of the State Superintendent of
53 Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written
54 agreement and present the agreement to both parties for ratification, and upon ratification such
55 agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is

1 unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the
2 negotiations impasse process within thirty (30) days of the effective date implementation.

3 **VI. NO STRIKE CLAUSE**

4 7.1 The procedure provided for herein for resolving impasse shall be the exclusive recourse of the
5 Association. It shall be illegal and a violation of this Agreement for the Association or the members of the
6 bargaining unit to strike or threaten to strike as a means of resolving differences with the Board. The
7 Association further agrees to refrain from encouraging any other work stoppage. However, this shall not
8 limit the Association from freely discussing any issues with its members and/or the Board.

9 **VII. SAVINGS CLAUSE**

10 8.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the
11 Agreement, and all other provisions or application of the Agreement shall continue in full force and effect.
12 The parties may, by mutual agreement, open negotiations for the purpose of arriving at a legally
13 permissible replacement for the deleted part.

14 **VIII. DURATION OF AGREEMENT**

15 9.1 This Agreement shall continue in effect for successive fiscal year periods unless notice is given,
16 in writing, between January 1 and January 31 of any year, by either party that the party desires to modify,
17 amend or terminate this Agreement. Once such notice is given, negotiations related to changes in this
18 Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

19 9.2 In the event that the Association disbands or otherwise ceases to be the recognized bargaining
20 agent, this Agreement shall be null and void on that date of such disbanding or cessation of
21 representation.
22
23

24 Adoption Date: _____
25
26
27

28 _____
29 President of the Board

President of the Association

1 **STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS**

2
3 Teachers are charged with the education of the youth of this state. In order to perform effectively,
4 teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the
5 supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic
6 principles.

7
8 In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the
9 desire for the respect and confidence of their colleagues, students, parents, and the community; teachers
10 are to be guided in their conduct by commitment to students and the profession.

11
12 **PRINCIPLE I**
13 **COMMITMENT TO THE STUDENTS**

14
15 The teacher must strive to help each student realize his or her potential as a worthy and effective member
16 of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and
17 understanding, and the thoughtful formulation of worthy goals.

18
19 In fulfillment of the obligation to the student, the teacher:

- 20
21 1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
22
23 2. Shall not unreasonably deny the student access to varying points of view.
24
25 3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
26
27 4. Shall make reasonable effort to protect the student from conditions harmful to learning or to
28 health and safety.
29
30 5. Shall not intentionally expose the student to embarrassment or disparagement.
31
32 6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious
33 beliefs, family social or cultural background, or sexual orientation, unfairly
34
35 A. Exclude any student from participation in any program,
36
37 B. Deny benefits to any students,
38
39 C. Grant any advantage to any student.
40
41 7. Shall not use professional relationships with students for private advantage.
42
43 8. Shall not disclose information about students obtained in the course of professional service,
44 unless disclosure serves a compelling professional purpose and is permitted or required by law.
45
46
47

48 **STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS**

49
50 **PRINCIPLE II**
51 **COMMITMENT TO THE PROFESSION**

52 The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals
53 of professional service.

54 In order to assure that the quality of the services of the teaching profession meets the expectations of the
55 state and its citizens, the teacher shall exert every effort to raise professional standards, fulfill
56 professional responsibilities with honor and integrity, promote a climate that encourages the exercise of

1 professional judgment, achieve conditions which attract persons worthy of the trust to careers in
2 education, and assist in preventing the practice of the profession by unqualified persons.

3 In fulfillment of the obligation to the profession, the educator:

- 4 1. Shall not in an application for a professional position deliberately make a false statement or fail to
5 disclose a material fact related to competency and qualifications.
- 6 2. Shall not misrepresent his/her professional qualifications.
- 7 3. Shall not assist entry into the teaching profession of any person known to be unqualified in
8 respect to character, education, or other relevant attribute.
- 9 4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a
10 professional position.
- 11 5. Shall not assist an unqualified person in the unauthorized practice of the teaching profession.
- 12 6. Shall not disclose information about colleagues obtained in the course of professional service
13 unless disclosure serves a compelling professional purpose or is required by law.
- 14 7. Shall not knowingly make false or malicious statements about a colleague.
- 15 8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional
16 decision or actions.

17 18 19 **STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS**

20 21 **PRINCIPLE III**

- 22 1. Pursuant to the Teacher Due Process Act of 1990, a career teacher may be dismissed or not
23 reemployed for:
 - 24 A. Willful neglect of duty.
 - 25 B. Repeated negligence in performance of duty.
 - 26 C. Mental or physical abuse to a child.
 - 27 D. Incompetence.
 - 28 E. Instructional ineffectiveness.
 - 29 F. Unsatisfactory teaching performance.
 - 30 G. Any reason involving moral turpitude.
- 31 2. A career teacher shall not be subject to dismissal or non-reemployment for items A, B, D, E, and
32 F, above unless and until a written admonishment has been issued in accordance with relevant
33 law.
- 34 3. A probationary teacher shall not be subject to dismissal or non-reemployment for inadequate
35 teaching performance unless or until a written admonishment has been issued in accordance with
36 relevant law.
- 37 4. A temporary teacher shall not accrue credit toward tenure except by board action upon
38 recommendation of the superintendent.
- 39 5. Temporary teachers, substitute teachers, adult education teachers, and teachers employed in
40 positions fully funded by private or federal grants shall not be protected by the provisions of the
41 Teacher Due Process Act.
- 42 6. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or
43 gubernatorial pardon has been issued.
- 44 7. A teacher may be dismissed, refused employment, or not reemployed after a finding that such
45 person engaged in criminal sexual activity or sexual misconduct that has impeded the
46 effectiveness of the individual's performance of school duties:
 - 47 A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title
48 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - 49 B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity (70. O.S.
50 6-101.22).

51 REFERENCE: 70 O.S. 6-101.21, et seq.

52 NOTE: In accordance with the referenced statutes, a copy of these standards of performance
53 and conduct will be provided to each teacher.
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**MINIMUM CRITERIA FOR EFFECTIVE
TEACHING PERFORMANCE**

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- 1. Practice
 - A. Teacher Management Indicators
 - 1. Preparation
The teacher plans for delivery of the lesson relative to short-term and long-term objectives.
 - 2. Routine
The teacher uses minimum class time for non-instructional routines, thus maximizing time on task.
 - 3. Discipline
The teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior).
 - 4. Learning Environment
The teacher establishes rapport with students and provides a pleasant, safe, and orderly climate conducive to learning.
 - B. Teacher Instructional Indicators
 - 1. Establishes Objectives
The teacher communicates the instructional objectives to students.
 - 2. Stresses Sequence
The teacher shows how the present topic is related to those topics that have been taught or that will be taught.
 - 3. Relates Objectives
The teacher relates subject topics to existing student experiences.
 - 4. Involves All Learners
The teacher uses signaled responses, questioning techniques, and/or guided practices to involve all students.
 - 5. Explains Content
The teacher teaches the objectives through a variety of methods.
 - 6. Explains Directions
The teacher gives directions that are clearly stated and related to the learning objectives.
 - 7. Models
The teacher demonstrates the desired skills.
 - 8. Monitors
The teacher checks to determine if students are progressing toward stated objectives.
 - 9. Adjusts Based on Monitoring
The teacher changes instruction based on the results of monitoring.
 - 10. Guides Practice
The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.
 - 11. Provides for Independent Practice
The teacher requires students to practice newly learned skills without the direct supervision of the teacher.
 - 12. Establishes Closure
The teacher summarizes and fits into context what has been taught.
- 2. Products
 - A. Teacher Product Indicators
 - 1. Lesson Plans
The teacher writes daily lesson plans designed to achieve the identified objectives.

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- 2. Student Files
The teacher maintains a written record of student progress.
 - 3. Grading Patterns
The teacher utilizes grading patterns that are fairly administered and based on identified criteria.
- B. Student Achievement Indicators
Students demonstrate mastery of the stated objectives through projects, daily assignments, performance and test scores.

EEA GRIEVANCE REPORT FORM—FORMAL RESOLUTION

Name: _____ Building: _____

Assignment: _____ Date Filed: _____

LEVEL ONE

(Within twenty days from the time you became aware of the condition for complaint, or within ten days of unsatisfactory informal resolution)

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance:

Relief Sought:

Signature: _____ Date: _____

Date Received by immediate supervisor: _____

Written decision is to be transmitted within five days of meeting:

C. Disposition of Immediate Supervisor:

Signature: _____ Date: _____

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2 LEVEL TWO
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4 (If not satisfied with disposition of Level One, or no decision has been rendered within five days following
5 Level One meeting)
6

7 **A. Date received by superintendent or designee:** _____
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9 Superintendent/designee shall arrange meeting within five days: Meeting Date: _____
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11 Written decision is to be transmitted within five days of meeting
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13 **B. Disposition of Superintendent or designee:**
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28 Signature: _____ Date: _____
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31 LEVEL THREE
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33 (If not satisfied with disposition of Level Two, or no decision has been rendered within ten days of Level
34 Two meeting)
35

36 **A. Date submitted to Board:** _____
37

38 (Within five days, both grievant and Level Two hearing officer shall submit to the Board a narrative,
39 together with copies of any exhibits or documents at the Level Two hearing)
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41 **B. Date of Level Three hearing:** _____
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43 **C. Disposition and Award of Board:**
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54 Signature, Board President: _____ Date: _____
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ASSIGNMENT	PAY PER NEGOTIATED AGREEMENT
FOOTBALL	
7th Grade Head Football	\$2,000.00
7th Grade Assistant Football	\$1,500.00 x 2
8th Grade Head Football	\$2,000.00
8th Grade Assistant Football	\$1,500.00 x 2
9th Grade Head Football/ EHS Assist	\$3,300.00
9th Grade Assistant Football/EHS Assist	\$3,000.00
EHS Assistant Football	\$3,000.00 X 4
EHS 1st Asst. Offense - Football	\$3,500.00
EHS 1st Asst. Defense - Football	\$3,500.00
*EHS Head Football	\$5,400.00
BASEBALL	
JHS Assistant Baseball	\$1,400.00
JHS Head Baseball	\$2,100.00
EHS Assistant Baseball	\$2,700.00 x 2
*EHS Head Baseball	\$5,400.00
GOLF	
JHS Girls Golf	\$1,300.00
JHS Boys Golf	\$1,300.00
JHS/EHS Asst. Golf	\$1300.00
EHS Girls Golf	\$2,000.00
EHS Boys Golf	\$2,000.00
TRACK	
JHS Head Girls Track	\$1,000.00
JHS Head Boys Track	\$1,000.00
EHS Boys Head Track	\$1,700.00
EHS Girls Head Track	\$1,700.00
	\$1,000.00
Girls Cross Country	
Boys Cross Country	\$1,000.00
Boys Jr. High Assistant	\$500.00
Girls Jr. High Assistant	\$500.00

VOLLEYBALL	
EHS Head Volleyball	\$4,000.00
EHS Assist/9 th Volleyball	\$2,100.00
7/8 th Head Volleyball	\$2,100.00
7/8th Assistant Volleyball	\$1,400.00
BASKETBALL	
7th Grade Boys Basketball	\$2,000.00
7th Grade Girls Basketball	\$2,000.00
8th Grade Boys Basketball	\$2,000.00
8th Grade Girls Basketball	\$2,000.00
9th Grade Boys Basketball	\$2,400.00
9th Grade Girls Basketball	\$2,400.00
EHS Girls Assistant Basketball	\$3,000.00
EHS Boys Assistant Basketball	\$3,000.00
*EHS Girls Head Basketball	\$5,400.00
*EHS Boys Head Basketball	\$5,400.00
Soph. EHS Girls Basketball – 2 nd Asst.	\$2,400.00
Soph. EHS Boys Basketball – 2 nd Asst.	\$2,400.00
WRESTLING	
Jr. High Assistant Wrestling	\$1,500.00
Jr. High Assistant Wrestling	\$1,500.00
9 th Grade Head Wrestling	\$2,100.00
EHS Assistant /JV Wrestling	\$2,700.00
EHS Assistant Wrestling	\$2,700.00
*EHS Head Wrestling	\$5,400.00
TENNIS	
Girls Head Tennis	\$2,000.00
Boys Head Tennis	\$2,000.00
Junior High Coach	\$1300.00
EHS Tennis Assistant	\$1,300.00
SOCCER	
EHS Boys Head Soccer	\$2,400.00
EHS Boys Assistant	\$1300.00

Junior High Boys Coach	\$1300.00
EHS Girls Head Soccer	\$2,400.00
EHS Soccer Assistant	\$1300.00
Junior High Girls Coach	\$1300.00
SOFTBALL	
JHS Head Softball	\$2,100.00
JHS Assistant Softball	\$2,000.00
*EHS Head Softball	\$5,400.00
EHS Assistant Softball	\$2,100.00 X 2
POWER LIFTING	
Head Coach	\$1000.00
Assistant Coach	\$250.00
Summer Weightlifting	\$1300.00 x 2
BAND	
Bandmaster	\$9,300.00
Bandmaster, Assistant	\$7,200.00 X 2
Summer Bandmaster	\$2,400.00
Assistant Summer Bandmaster	\$2,400.00
Band Color Guard	\$3,300.00
MUSIC	
Vocal Music / Show Choir	\$4,000.00
RMS Choir	\$500.00
SPEECH	
Drama / Speech / Debate	\$1,700.00
DEPARTMENT HEADS	
Computers	\$800.00
Math	\$1500.00
Science	\$1500.00
Language Arts	\$1500.00
Social Studies	\$1500.00
Foreign Language	\$800.00
Electives	\$800.00
VOCATIONAL	
Agriculture	\$4,000.00 x 3

Family & Consumer Sciences, JHS & HS	\$1,000.00 x 2
ICE	\$1,000.00
Technology Education	\$1,000.00
JOURNALISM	
Yearbook, HS	\$4,000.00
Yearbook, JHS	\$500.00
Yearbook, RMS	\$500.00 per site
EHS Boomer Page	\$1,000.00
Elementary Yearbook	\$500.00 per site
CLASS SPONSORS	
Senior Class Sponsor	\$2,100.00
Junior Class Sponsor	\$1,600.00
Junior Class Concessions	\$1,750.00
Sophomore Class Sponsor	\$600.00
Freshman Class Sponsor	\$600.00
Prom Coordinator	\$1000.00
EHS Spirit Coordinator	\$1,000.00
ACADEMIC COMPETITIONS	
Mock Trial	\$700.00 x 3
Academic Decathlon	\$750.00
Academic Bowl, HS Head	\$1000.00
Academic Bowl, HS Assistant	\$450.00
Academic Bowl, JHS Head	\$750.00
Academic Bowl, JHS Assistant	\$450.00
Academic Bowl, RMS Head	\$750.00
Academic Bowl, RMS Assistant	\$450.00
Odyssey of the Mind, RMS	\$750.00
Renaissance	\$1,000.00
Math Counts	\$500.00 x 4
STUDENT COUNCIL	
Student Council, HS	\$2,000.00

Student Council, HS Assistant	\$500.00
8 th Grade Student Council/CRT Committee Chair	\$1,000.00
Student Council, RMS Head	\$600.00
Student Council, RMS Assistant	\$300.00
Student Council, Elementary	\$300.00 x 4
HONOR SOCIETY	
National Honor Society, HS/ED/RMS Head	\$250.00 x 3
National Honor Society, HS/ED/RMS Asst.	\$150.00 x 3
CLUBS	
Club Sponsorship (Per Approval of Principal)	\$250.00
PLANNING PERIOD	
No Planning Period (Per Approval of Principal)	\$1,500.00 per semester
CHEERLEADER / DANCE	
Pom Coach (Combined Cheer & Dance)	\$5,400.00
Cheerleader Coach, JHS	\$1,900.00
Roblyer Middle School Spirit Club	\$1,900.00
COUNSELORS	
Secondary Counselors (grades 6-12)	Pay \$2350 stipend 17 Extended Days
Elementary Counselors	Pay \$700 stipend 10 Extended Days
ATHLETIC DIRECTORS	
Athletic Director	\$6,100.00
Assistant Athletic Director	\$4,100.00
OTHER	
National Board Certification (see below)	\$1,000.00

Advanced Ed Accreditation	\$500.00 X 2
Site Website Assistant	\$500.00 X 7
Site Technology Equipment Assistant	\$500.00 x 7
Site Student Management System Trainer	\$500.00 x 7
District Sound Person	\$1500.00
Secondary Campus Computer Curriculum	\$1500.00
EOI Committee Chair	\$500.00
AP Teachers	\$1,000.00 per subject
Pre-AP Teachers	\$500.00 per subject
ACE, Remediation, T1, T3, T4	\$1000.00
Elementary Core Coordinator	\$500.00 x 7
RMS Vertical Team Leaders	\$500.00 x 4
Psychologist / Psychometrist (183 days, 8 am–5 pm)	\$2,500.00
Speech Pathologist	\$5000.00
Trainer Stipend	\$900.00

1 **HEAD COACHES**

2 The administration has the option of increasing the supplement for the head coach of any High
3 School sport up to 50% above the base head coach stipend.

4 Floating Athletic Assistant up to \$2,100.00

5
6 **DIVIDING RESPONSIBILITIES**

7 If any of the above positions cannot be filled by any one person, it may be split among different
8 people upon the approval of the principal, athletic director, or superintendent

9 Any unused coaching stipends may be used for other coaching positions, as the need arises
10 during the school year. The Association will be notified of these changes.

11
12 **Beginning with the 2016-2017 school year, Junior High head and all assistant coaches who**
13 **maintain employment for three years and maintain a coaching position shall receive a 10%**
14 **increase in base coaching stipend at the end of the third year.**

15
16 **Head coaches of high school sports shall be removed from the extra duty schedule**

17
18 Extra Duty Pay for Games and Saturday Meetings

19 Increase extra duty pay for working games, Saturday meetings, etc. to \$12.00/hour

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21
22 **NATIONAL BOARD CERTIFICATION**

23 Shall be certified by the National Board for Professional Teaching Standards and/or The
24 American Speech-Language Hearing Association to receive the local supplement. Provided funds are
25 available, National Board candidates may be reimbursed for up to four (4) retakes during the three-year
26 process.

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29 A new lane will be added to the Certified Salary Scale for National Board Certification as stated in SB
30 1660 when the model for the salary scale is provided by the state.

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