

Certified Negotiated Contract

2016 - 2017

**Dr. Darrell Floyd
Superintendent**

TABLE OF CONTENTS
2016 – 2017 CERTIFIED NEGOTIATED HANDBOOK

Page

Ratification Signatures 1

Duration 2

I. Severability 2

Scope of Contract 2

II. Employment Provisions 2

A. Assignment 2

B. Change of Assignment 2

C. Supplemental Assignment 2

D. Reduction in Force 3

E. Professional Development 4

F. Standards of Conduct 4

G. Teacher Evaluation Procedures 4

III. Individual Rights 5

A. Grievance Procedure 5

B. Personnel File 7

C. Accumulated Leave Total..... 8

D. Right to Representation 8

IV. Association Rights/Privileges..... 8

A. Use of School Facilities 8

B. E.E.A. Presidential Release Time 8

C. Association Release Time 9

V. Leave Provisions 9

A. Sick Leave..... 9

B. Personal Business Leave 11

C. Emergency Leave 11

D. Professional Development Leave 11

E. Educational Leave..... 12

F. Childbirth/Adoption Leave of Absence 12

G. Family and Medical Leave 12

H. Civic and Community Activities 12

I. Bereavement Leave 12

J. Occasional Leave 13

Page	
VI. Working Conditions	13
A. Planning Periods	13
B. Lunch Periods	13
C. Classroom Discipline	14
D. Parent-Teacher Conferences	14
E. Non-Classroom Duties	14
F. Calendar	14
G. Work Day	14
H. Inclement Weather	15
I. Certified Employee Health and Safety	15
VII. Fringe Benefits	15
A. Retirement Contribution	15
B. Health/Hospitalization Insurance	15
C. Sick Leave Reimbursement	15
D. Admission to School Events	15
E. Flexible Fringe Benefit	15
VIII. Compensation	16
A. Salary	16
B. Monthly Pay Warrants	16
C. Payroll Deductions	16
D. Substitute Pay	17
E. District Required Workshops/Duties	17
F. Extra Duty Pay	17
G. Gross Stipend	17
H. 2016-2017 Certified Compensation Schedule - Bachelors	18
I. 2016-2017 Certified Compensation Schedule - Masters	19
J. 2016-2017 Certified Compensation Schedule - Doctors	20
K. 2016-2017 Certified Athletic Additional Duty Stipends	21
L. 2016-2017 Certified Non-Athletic Additional Duty Stipends	23
APPENDICES	
Appendix A Request for Personal Business Leave	25
Appendix B Formal Grievance Procedure Form	26
Appendix C Standards of Performance and Conduct for Teachers	29
Appendix D Catastrophic Leave Bank Donation Form	32
Appendix E Catastrophic Leave Bank Request Form	33
Appendix F Verification of Emergency Leave	34
Appendix G TLE Model Flowchart	35
CERTIFIED PROCEDURAL AGREEMENT	37
ENID BOARD POLICY (Non-Negotiable)	
DA Policy on Sexual Harassment	43
DAA-P Grievance Procedure For Filing, Processing and Resolving	46
Alleged Discrimination Complaints 1 2	

DURATION

The 2016-2017 Agreement shall take effect when adopted by the Board and shall be in full force and effect until June 30, 2017, or until successor agreement has been ratified or otherwise finalized by both parties.

I. SEVERABILITY

If any provision(s) of this Agreement or an application of the provisions of this Agreement to person(s) is found, by a court of competent jurisdiction to be in conflict with any federal or state law, regulation, ruling, or order, now or hereinafter enacted or issued, such provision or application shall be inoperative but remaining provisions hereof shall continue in effect. Upon request in writing of the Association or the Board, within twenty (20) calendar days after such findings, the parties will meet only for the purpose of negotiating the provision(s) affected.

SCOPE OF CONTRACT

A. The Enid Board of Education of Independent School District No. 57 and the Enid Education Association hereby enter into this Collective Bargaining Agreement.

1. Hereinafter the Negotiated Contract shall be referred to as the "Agreement."

2. Hereinafter the Enid Board of Education shall be referred to as the "Board."

3. Hereinafter the Enid Education Association shall be referred to as the "Association."

The 2016-2017 Agreement shall take effect when adopted by the Board and shall be in full force and effect until June 30, 2017, or until successor agreement has been ratified or otherwise finalized by both parties.

II. EMPLOYMENT PROVISIONS

A. Assignment

1. Teachers shall be notified by the end of the school year of their tentative program, including building schedule, hourly subject and/or grade level, for the ensuing year unless such program has not yet been ascertained. In those unusual instances in which programs have not yet been ascertained, tentative notice will be furnished to the teacher as soon as an assignment is made. In addition, teachers will be consulted concerning any changes in their tentative assignments for the ensuing year as soon as such changes are made.

2. If the opening, closing, or restructuring of a facility requires that specific or existing faculty or faculties must be divided to staff the changed facility, teachers under contract after April 10th will be placed prior to new hirings. Teachers involved in the opening, closing, or restructuring of a facility will be consulted before the assignment is made.

B. Change of Assignment

1. Classroom teacher vacancies, newly created classroom teacher positions, summer school teaching positions, administrative positions and newly created administrative positions will be posted online at www.enidpublicschools.org/applytoday.

2. Teachers who are interviewed for positions within the district and not hired, will be notified that the position has been filled.

C. Supplemental Assignment

1. Compensation will be given for specifically identified supervisory duties outside of the professional day. 3

D. Reduction in Force

If the Board of Education deems it necessary to eliminate a district teaching position, the primary criteria for selecting those teachers to be released shall be the ratings on the *District's Tulsa Teacher and Leader Effectiveness Model (TLE) calculated to the nearest one hundredth (100th) percent.

1. In the event a layoff is then called for, notice of such shall be transmitted to an affected teacher by certified mail, return receipt requested.
2. Once a determination has been made as to which positions should be eliminated, then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the *District's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control:
 - a. Seniority in the District.
 - b. The highest academic degrees held
 - c. Total years of teaching experience
3. Only those teachers who have an average three year ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
4. In the event a teacher eliminated through RIF is certified and highly qualified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured to the nearest hundredth of a decimal point.
5. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control bumping:
 - a. Seniority in the District (as stated above)
 - b. The highest academic degrees held
 - c. Total years of teaching experience
6. Recall of laid off teachers shall follow the reverse procedure for reduction. Teachers with at least a TLE rating of Effective, 2.8 or above, who were the last to be laid off shall be given first opportunity for reemployment should an opening occur. Recall rights shall continue for two years. Re-entry into the district shall reflect all previously earned benefits.
7. Teachers on layoff shall not gain career status during this period. The continuing contract law shall not apply.
8. A teacher on layoff may continue in the District insurance programs at his/her own expense until his/her layoff rights have been terminated, provided that continuance is acceptable to respective insurance carriers.
9. Nothing in this section is deemed to nor does grant to any person a right to employment in a position for which he/she is not certified under applicable law.

*Reference 4

E. Professional Development

Teachers must maintain current professional development credits as determined by the state of Oklahoma.

F. Standards of Conduct

Enid Public School Standards of Performance and Conduct for teachers shall be as promulgated by the State Department. Copies shall be given to employees and added to the contract book by Appendix C.

G. Teacher Evaluation Procedures

Employment Provision

Each evaluation shall be based on the *Tulsa Teacher and Leader Effectiveness Model (TLE) and evaluator's observation of the teacher while performing his/her classroom/worksite job function. All scheduling of pre-conferences, observations, observation conferences and PDP follow-ups, and implementation of the TLE shall follow state statutes. (Appendix G)

1. Probationary teachers shall be evaluated at least two (2) times per school year prior to April 30, once a semester. Career teachers will be formally evaluated at least once during the school year, prior to April 30 unless the evaluation results in creating a Personal Development Plan or unless a third observation is required or requested. Each evaluation shall be preceded by two observations. When circumstances allow, the Personal Development Plan (PDP) will be completed by the end of the current school calendar. This timeline will be followed unless unusual or unforeseen circumstances occur.
2. One pre-observation conference shall be held prior to the first classroom/work site observation each year between the evaluator and the individual teacher, within a reasonable amount of time.
3. Each evaluation shall be based in part on the evaluator's observation of the teacher while performing his/her classroom/worksite job functions.
4. Each observation shall be at least twenty (20) minutes in length.
5. The principals' assessment of the teacher's performance during the observation must be recorded on the observation form. Observations shall not be conducted on the day immediately following any extended break in the instructional calendar year (whether scheduled or unexpected). Each observation must be followed by an observation conference no more than five (5) instructional days from the date of the observation. There must be at least ten (10) instructional days between an observation and the last observation conference. If a teacher requests a third observation promptly after the second observation, the principal must conduct a third observation prior to the evaluation.
6. A Personal Development Plan (PDP) may be issued if there is a ranking of "1-Ineffective" or "2-Needs improvement" on the observation. The administrator will use his/her judgment to determine if a PDP is required.

If a Personal Development Plan is written, an additional conference is required in addition to the two standard observations. This additional conference will help monitor and track the progress of the PDP. When the observation conference is held for a PDP, members of the bargaining unit shall have the right, if so desired, to be accompanied by a representative.

*Reference 5

7 Within ten (10) working days after the evaluation conference, the teacher may respond in writing and said response shall be attached to the evaluation. On a voluntary basis, a teacher may provide his or her evaluator with additional evidence of professional proficiency in the form of a portfolio or artifact file/binder for purposes of his or her evaluation.

8. The evaluation forms and procedures are available on the website as reference.

9. TLE Classroom Observations will not occur during the first ten (10) days of the school year and there will be no formal observations of any teacher following the third week of April nor will teachers be observed if the teacher's schedule has been changed or if the teachers have been assigned supervision of other students.

10. Career teachers receiving a Composite Evaluation rating of a 4 or a 5 may be exempt from the TLE evaluation process for a period of one year; if not evaluated, that career teacher will be given the same rating as they received from the previous year's final evaluation.

III. INDIVIDUAL RIGHTS

A. Grievance Procedure

1. Definitions

a. A grievance is defined as an alleged violation of a specific article or section of this Agreement. In addition, the following Board Policies shall be subject to the formal grievance procedure:

(1) Leave Policy (as is specifically applied to certified personnel) including Leave of Absence and Maternity Leave.

(2) Pay Policy, including Pay Day and Summer Pay.

(3) Dress and Grooming.

(4) Sponsorship of School Related Activities.

b. A "grievant" is the person or persons making the complaint.

c. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances as defined in this Agreement (Section I-A). Both parties agree that grievance proceedings will be kept as informal as may be appropriate at any level of this procedure.

3. Initiation and Processing of a Grievance

a. Informal

Within ten (10) working days of the time a grievance arises, the teacher with the grievance will first discuss it with his principal, either individually or accompanied by the grievance representative, with the objective of resolving the matter informally. Within five (5) school days after presentation of the grievance, the principal shall give his answer orally to the teacher and the grievance representative if originally involved. 6

b. Formal

(1) Level One

(a) Within five (5) days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the principal on the form provided in Appendix B of this Agreement.

(b) The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of the Agreement alleged to be violated, shall state the contention of the employee and of the E.E.A. with respect to these provisions, and shall indicate the specific relief requested.

(c) Within five (5) school days after receiving the grievance, the principal shall send his answer on the original form to the grievant and a copy to the grievance representative.

(2) Level Two

(a) If the grievance is not resolved in Level One, the grievant may, within ten (10) school days of receipt of principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant.

(b) Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given to the grievant at least three (3) days prior to the hearing.

(c) The Superintendent shall give the grievant an answer in writing no later than ten (10) school days after the hearing of the grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant and his representative.

(3) Level Three

(a) Within ten (10) school days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decisions at all previous levels.

(b) Appeals to the Board shall be heard within fifteen (15) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Board five (5) days prior thereto to the Superintendent and the grievant (and his representative).

(c) Within fifteen (15) days of hearing the appeal, the Board shall communicate to the grievant and all other parties officially involved with the grievance its written decision, which shall include the supporting reasons. If further investigation is needed, additional time may be allowed by mutual agreement of the Board and the grievant and his representative.

4. General Procedures

a. In the event a grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. 7

b. The E.E.A. shall appoint a grievance representative from each building who shall act in all grievance cases within his school. The E.E.A. agrees to furnish the Board with a list of these representatives within fifteen (15) days after the beginning of each school term. Any member of the E.E.A. who is directly or indirectly involved in a grievance shall not serve on any E.E.A. committee charged with processing the grievance. In such cases, the E.E.A. shall have the right to substitute a different representative for the one originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.

c. Nothing herein contained will be construed as limiting the right of the teacher having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, and having the grievance adjusted without intervention of the E.E.A., provided the adjustment is not inconsistent with the terms of this grievance procedure.

d. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

e. No employee shall be discriminated against by the Board of Education, Superintendent or any other administrative officer of a district or by the professional and non-professional organization, its officers or any member thereof because of his exercise or non-exercise of rights under this grievance procedure.

f. If a teacher elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceeding for relief under the provisions of this procedure.

g. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next level of this procedure. Any grievance not advanced from one level to the next within the time limit of that level shall be deemed resolved by the Board's answer at the previous level.

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

i. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

j. If the grievance arises from an action of authority higher than the principal of a school, the teacher may present such grievance at Level 2 of this procedure.

k. No teacher with less than three (3) years of service in the district may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew his contract.

l. Nothing herein contained shall be construed to violate the rights under law of the E.E.A. or the Enid Board of Education.

B. Personnel File

1. The following policies shall apply to all teacher permanent central office files:

a. The file shall contain those items required by law and any other items deemed necessary by the Board of Education. 8

b. All materials placed in the permanent central office teacher's file shall be available to the teacher at his request for inspection, except those items of a confidential nature that were obtained in the process of evaluating a teacher for employment.

c. Teachers would be notified if material that may adversely affect employment status is placed in the personnel file. The teacher may within ten (10) days provide a written response which will be attached to the original copy in the personnel file.

d. Upon mutual agreement between the teacher and the administrator, disciplinary materials may be removed from the teacher's personnel file.

C. Accumulated Leave Total

The business office will provide each building principal a certified personnel absence report on a monthly basis. Teachers may have access to such report.

D. Right to Representation

Members of the bargaining unit shall have the right, if so desired, to be accompanied by any representative of their choice at any disciplinary conference with administrators. A disciplinary conference is one in which at the time it is scheduled, it is stated in writing that the member of the bargaining unit may be admonished or reprimanded in a manner that may lead to dismissal or non-re-employment. If documentation of a disciplinary conference is to be made, the administrator shall:

a. give reasonable notice (1 working day) of said scheduled conference.

b. inform the Member of the subject to be discussed.

c. inform the Member of his/her right to representation.

IV. Association Rights/Privileges

A. Use of School Facilities

1. The E.E.A. shall have the right to use bulletin board space in the teacher's lounge and/or building office at the determination of the building principal. The E.E.A. building representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

2. The E.E.A. shall have the right to place material in the mailboxes of teachers, such material to be properly identified by the E.E.A. Placement shall be made by the E.E.A. building representative. Copies of all material shall be furnished to the building principal and to the superintendent of schools no later than the time of distribution.

3. It is agreed that bulletin boards and teacher mailboxes shall not be used to disseminate materials of political, religious, or controversial nature. The Board of Education maintains the right to withdraw any such materials from distribution through school facilities.

B. E.E.A. Presidential Release Time

The E.E.A. President may have ten 10 days per year release time to conduct official association duties. The President may elect to use this time in half day or full day increments. The E.E.A. President shall request the leave from his/her administrator at least 48 hours in advance. The cost of a certified substitute teacher shall be reimbursed to the district by the E.E.A. for each day used. 9

Release time to serve on district wide committees and/or to engage in other district wide activities assigned by the superintendent may be granted with no reimbursement required. Reimbursement shall be made following the month in which services were rendered.

C. Association Release Time

School business leave will be provided to the Association's leadership or designees for the purpose of legislative visits, Association-related professional meetings, and Association business.

Written request for use of Association leave will be made to the Superintendent or designee through the President of the Association one (1) week in advance of the anticipated absence.

V. Leave Provisions

A. Sick Leave

1. Professional staff employees are allowed ten (10) days sick leave per year. These days, if unused, are cumulative to eighty-five (85). The sick leave plan shall provide that a teacher may be absent from his/her duties due to personal accidental injury, illness, or pregnancy, adoption, injury, or illness in the immediate family. (The immediate family is defined to mean husband, wife, and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity.) Generally, no exception may be made to this rule; however, recognizing that there are always certain situations contrary to the rule, only the Superintendent is authorized to make exceptions.

Beginning 1982-83 school year, teachers employed may transfer sick leave from preceding school district, provided that the number of days transferred shall not exceed the maximum days permitted by Enid School District. The sending district shall certify the exact number of days eligible for transfer.

Each teacher shall be provided a record of his/her accumulated leave total by the end of the first quarter.

Amendment to Sick Leave Policy:

Injuries sustained by certified personnel during the performance of duties shall be covered in accordance with all state and federal laws and regulations.

Teachers qualifying for benefits under the Worker's Compensation Act may utilize accumulated sick leave or personal leave on a prorated basis. At the option of the teacher, Worker's Compensation benefits shall be supplemented by any sick leave or personal leave. A fractional use of these available days may be used to the extent that teachers receive full wages during the teacher's temporary absence. In no event will the combination of disability payments and prorated leave payments exceed one hundred percent of the teacher's net pay as it existed prior to injury.

Any teacher injured as a result of assault by a pupil, relative of pupil, or person of the pupil's household, or injured as a result of stopping or attempting to stop a fight, disorder, or disturbance related to a school function activity, shall be paid full contract salary in accordance with the law. 10

2. Catastrophic Leave Bank

The Board of Education shall allow the establishment of a Catastrophic Leave Bank administered by the Enid Education Association's Catastrophic Leave Bank Committee. Teachers who need to apply for use of the Catastrophic Leave Bank should make their request by submitting the Appendix E Form and a doctor's letter with medical reasons for use of days to the President of Enid Education Association, who serves as the chair of the Catastrophic Leave Bank Committee.

Any certified employee of the Enid Public Schools, as covered by the negotiated agreement, is eligible to participate in the bank on a voluntary basis.

The term Catastrophic means serious, extreme, or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom. Leave from the bank may be granted for catastrophic reasons involving the employee or a relative or household member of the employee, which has caused or is likely to cause the employee to take leave without pay. A relative of the employee means spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee. Household member means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

All certified employees shall be given the opportunity to donate one (1) day of their sick leave to the bank to aid other certified personnel during the hardships resulting from a catastrophic situation. Each member who donates a day for the year will have use of the bank for that year. Persons desiring to become members of the bank must do so by completing Appendix D prior to the first payday in September. Coverage for previous employees enrolling for the first time will begin October 1. Coverage for employees new to the district will begin from the start of the school year.

After exhausting all personal sick leave, a teacher may request up to ten (10) days through the bank. After using the initial ten (10) days, up to an additional ten (10) days may be requested from the catastrophic leave bank. The second request for assistance may be made for catastrophic illness only and may be granted upon verification of need by the Catastrophic Leave Bank Committee.

When all catastrophic leave days granted through the Association are exhausted, the teacher who is absent due to personal illness shall then continue to be paid regular salary for up to twenty (20) working days, less the amount actually paid to a substitute teacher if one is hired or the amount normally paid to a certified substitute teacher if one is not hired, for each day the teacher continues to be absent.

The Association shall provide the business office with the names of teachers whose donated days are used. (Appendix D) 11

B. Personal Business Leave

Upon submitting the proper form (Appendix A) with the building principal, leave for personal business shall be granted according to the following policy:

Absence for Reason of Personal Business:

1. Each teacher may use three (3) school days per year (non-cumulative) for personal matters which cannot be handled at any time other than during a school day.
2. Teacher must notify building principal as far in advance as possible and ordinarily at least 48 hours in advance.
3. If it is necessary for a teacher to take more than three (3) days off, 1/184th of contractual salary shall be deducted for each day of absence after the first three (3).
4. One (1) unused personal business leave day will be added to the yearly accumulated total of ten (10) days of sick leave up to a total of eleven (11) days which, during a teacher's career, may apply to the total of eighty-five (85) days, the maximum that can be accumulated. These transferred personal business leave days will be drawn first when sick leave is utilized.

Guidelines Regarding Personal Business Leave:

The three (3) days allowed for personal business are not to be used the day before or day after a vacation period, not to be used to extend sick leave, not to be used during the first five (5) contract days and/or the last five (5) contract days. Exceptions to restrictions on personal leave may be granted by the Administration for special circumstances on an individual basis.

C. Emergency Leave

1. Two (2) days of district paid emergency leave per year shall be allowed each teacher. These days shall not be chargeable to sick leave and shall be non-cumulative. These days may be used only for emergency purposes. Such emergencies are defined as:

- a. a personal disaster
- b. a non-injury accident
- c. serious illness of a relative or friend not covered by sick leave
- d. unusual and unforeseen circumstances within the immediate family
- e. upon approval of the superintendent one additional day of district paid emergency leave per year shall be allowed each teacher in the event of a death or serious illness of a relative or friend not covered by sick leave

2. The above and any other reasons are subject to administrative approval. (Appendix F)

D. Professional Development Leave

1. A teacher may, upon approval of the administration, be granted one day of leave each year without loss of pay to attend workshops or conferences related to their teaching assignment or to visit other schools or school systems for the purpose of improving classroom instruction, or to work on portfolio and assessment items involved in the National Board Certification process (3 years total). This day will normally not be granted during the first four (4) weeks and the last four (4) weeks of the school year. 12

E. Educational Leave

1. A teacher may be granted, at the discretion of the principal, an early dismissal leave after the regular teaching day to attend a college course which would be in the teacher's teaching career. This leave will not be permitted on school in-service days or work days. A teacher may be granted early dismissal leave on a closing day with the permission of the principal. Willful abuse of this leave provision shall subject the teacher committing such abuse to disciplinary action by the Superintendent and shall constitute just cause for suspension without pay.

2. A teacher who has been in the district for at least five (5) years may be granted a one (1) year leave of absence for professional study.

Professional study will include 9 hours of credit per semester or a minimum of 18 hours in a school year.

a. A request for professional study leave must be made in writing by March 15.

b. Upon return from professional study leave, the teacher shall be placed in the same position or a similar position for which the teacher is certified and qualified. The teacher on leave shall not advance on the salary schedule and is subject to the current RIF policy.

3. Request for reinstatement must be made by March 15.

F. Childbirth/Adoption Leave of Absence

A teacher shall be granted unpaid childbirth/adoption leave for the remainder of the current semester and/or one additional succeeding semester. In the event childbirth/adoption occurs during the summer break, childbirth/adoption leave may be granted for either one or two succeeding semesters. Plans to return shall be coordinated with the Superintendent of schools.

Upon return from childbirth/adoption leave, the teacher shall be placed in the same teaching position. In the event that position no longer exists, the teacher will be placed in a similar teaching position. The teacher on leave shall not advance on the salary schedule and is subject to the current RIF policy.

G. Family and Medical Leave

Teachers shall be provided with Family and Medical Leave as provided by the Family and Medical Leave Act of 1993 and under the guidelines contained in Board Policy.

H. Civic and Community Activities

Leave without loss of pay to the teacher to participate in civic and community activities may be granted by the Principal upon the approval of the Superintendent when such leave has a direct relationship to the school and/or educational welfare "or is designed to contribute to better school community relations." This will be subject to the Principal finding a suitable replacement.

I. Bereavement Leave

Certified personnel are granted yearly five (5) days, no deduction in salary, for occurrence of death of members of the immediate family and friends. Immediate family shall be defined as spouse, children, step-children, parents, step-parents, brothers, sisters, grandparents, grandchildren, spouse's parents and grandparents, brothers-in-law and sisters-in-law, nieces and nephews, aunts and uncles and spouses of members of said immediate family. All death leave benefits shall be non-cumulative. 13

J. Occasional Leave

Occasional leave may be taken up to two (2) hours upon approval of the building principal. The teacher taking the leave will be responsible for arranging coverage of classes and informing the building principal. No substitute will be provided or paid by the Board for teacher using leave. Teachers are encouraged to use such leave when least disruptive to instruction. No entry is required in the automated absence reporting system. Absences exceeding two (2) hours, must be entered into the automated absence reporting system as Sick, Personal Business, Bereavement or Emergency Leave. (No compensation will be paid to staff providing coverage of classes.)

VI. WORKING CONDITIONS

Teachers shall be scheduled daily planning time within the teacher's scheduled work day. This time shall be free of regularly assigned duties but shall include at least one period designated for professional collaboration. Time requirements are based on a regular five (5) day work week.

A. Planning Periods

1. Elementary certified teachers shall have a planning period from 3:20 P.M. until 3:45 P.M. In addition, elementary teachers shall have the planning time accruing through the normal scheduling practice of an elementary school. The combined planning periods referred to above for an elementary teacher shall average fifty-five (55) minutes per day.
2. Secondary teachers shall have at least two hundred seventy-five (275) minutes a week (normal five (5) day work week) of planning at an average of fifty-five (55) minutes a day and will not be assigned to any other duties except in case of emergency. Five (5) minutes a day of this time may be after the student dismissal time.
3. Each school site shall have a sign-in and sign-out sheet posted in the office. Teachers may be permitted to leave the buildings with the notification of the principal or principal designee, and are required to sign in and sign out on the posted form.
4. No teacher shall be required during his planning period to teach the class of another teacher who is absent due to a school related activity.
5. Teachers who are assigned to administer or monitor students taking state/district tests and as a result lose planning time will be compensated at a rate of fifteen dollars (\$15.00) per hour.

B. Lunch Periods

1. Thirty-five (35) minutes of continuous lunch will be scheduled. This lunch period will be duty-free. Due to the varying sizes of school buildings, student enrollments and number of teachers assigned to each building, lunch period supervision schedules will vary from building to building. Each building principal will construct a lunch period supervision schedule that provides the necessary amount of student supervision with a minimal number of teachers on duty.
2. Teachers are permitted to leave the building during their lunch period.

C. Classroom Discipline

Each teacher is responsible for the discipline in his/her classroom. The primary criteria for the handling of all discipline should be to create a classroom climate favorable to both learning and teaching. Firm, fair and consistent discipline is necessary for such a climate to exist. Teachers are encouraged, and will be supported in, exercising their rights and responsibilities afforded them by Oklahoma School Law and Enid Board of Education policies in establishing disciplinary procedures in the classroom. The principal will assist with any unusual cases of misconduct involving students. Administrative counsel will always be available upon request of the teacher. In the resolution of the problem, every effort will be made to maintain rapport between the teacher and the students. Check with the principal as to procedure for handling disciplinary cases.

D. Parent-Teacher Conferences

Parent-teacher conferences shall be conducted one full day or the equivalent of one full day at the end of the first and third nine weeks. The conferences shall be concluded within the 175 regularly scheduled school days.

1. The Board recognizes that attendance at meetings of Parent-Teacher groups, though desirable, shall not be required for classroom teachers.

E. Non-Classroom Duties

1. Outside of the contracted eight (8) hour day (7:45 a.m. – 3:45 p.m.), duties assigned over and above the teacher's normal work schedule shall be equalized among teachers at each building site, taking into account the teaching assignments. When teachers are assigned to more than one school, the principals of the schools involved shall coordinate their scheduling to provide equitable duty assignment. Teachers hired as certified personnel in the district that receive compensation for missing his/her thirty-five (35) minutes duty free lunch or not receiving his/her district offered two hundred seventy-five (275) minute weekly plan time will be compensated at a rate of twenty dollars (\$20.00) per hour. The principals of the schools involved shall attempt to protect the thirty-five (35) minute duty free lunch and 275-minute weekly plan time.

F. Calendar

1. School days canceled because of extreme weather conditions but "forgiven" by the legislature or the State Board of Education shall not be re-scheduled unless made up prior to legislative or State Board action.

2. EEA will be allowed to appoint a representative from EEA to serve on the calendar committee each year with the board to help determine the school year calendar.

G. Work Day

Provided that assigned duties and professional responsibilities related to the proper functioning of the school do not require otherwise, the normal teacher work day shall be 8 hours in length. Staff meetings will not exceed 4:30 p.m. in duration after school. Meetings will be scheduled a week in advance and sites will be encouraged to not exceed more than two (2) after school meetings per month. Meetings exceeding 4:30 p.m. will merit compensation at fifteen dollars (\$15.00) per hour.

The 185-day certified contract becomes a 184-day contract with no reduction in annual compensation. 15

H. Inclement Weather

When schools are closed because of inclement weather, ice or snow, teachers shall not be required to report to work. When schools are closed early, teachers shall be permitted to leave as soon as possible after students are dismissed. When schools begin late, teachers shall not be required to report more than fifteen minutes before students. Teachers shall suffer no loss in wages, benefits, or contractual or statutory advantages as a result of such work rules.

I. Certified Employee Health and Safety

All certified employees are entitled to a work environment that is healthy and safe. When such conditions do not exist the certified employee will notify the building principal. The building principal will take the appropriate action to improve the environment. If the issue is not resolved to the satisfaction of the employee(s) involved a grievance may be filed.

VII. FRINGE BENEFITS

A. Retirement Contribution

The District will pay teachers' retirement contributions at 7.5269% of each teacher's total compensation.

B. Health/Hospitalization Insurance

1. For the teachers who desire health and hospitalization insurance, a plan is provided by the Enid Board of Education and Enid Education Association.

a. All decisions pertaining to the selection and implementation of health insurance programs in the Enid Public Schools will be made after consideration of input from those members currently enrolled in said program.

b. As per state law, teachers not enrolled in the District's health insurance plan shall receive the state Flexible Benefit Allowance of sixty-nine dollars and seventy-one cents (\$69.71) per month, or \$836.52 per year, as cash payments.

c. As per state law, teachers choosing to participate in the district health insurance plan will receive the state Flexible Benefit Allowance in an amount equal to 100% of the Health Choice High Option of the State Insurance Plan.

C. Sick Leave Reimbursement

Enid teachers with at least ten (10) years continuous employment shall be compensated for up to 100 days of unused sick leave accumulated beyond 85 days at the rate of \$10 per day upon retirement from the Enid School System into the Oklahoma Retirement System. Accumulation beyond the 85 days will begin with the 1985-86 school year.

D. Admission to School Events

Enid teachers, their dependent children, and one guest shall be admitted to all Enid school events.

Enid teachers, upon retirement, who have taught their last 10 years in the Enid district shall receive a "lifetime" pass which will admit them and one guest to all Enid school events. They will receive this pass upon completion of their exit interview.

E. Flexible Fringe Benefit

The cost of the initial sign-up and the monthly maintenance fee shall be paid by the district for each teacher participating in the Section 125 Flexible Fringe Benefit program. 16

VIII. COMPENSATION

A. Salary

1. See Compensation Schedules.
2. Credits submitted for advancement on the salary schedule shall be interpreted on the following basis:
 - a. All credits shall be subject to evaluation and approval of the assistant superintendent of schools.
 - b. All credit hours shall be semester hours or quarter hours converted.
 - c. The credit hours shall be earned in an institution accredited by the State Department of Education in one or more of the fifty states and in the field of education.
 - d. The hours must be earned after the teacher has been licensed or certified to teach in one or more states.
 - e. Evidence of the changed status must be on file in the Human Resource office within forty-five (45) calendar days of the beginning of each semester for the increase in salary for the semester.
3. The district will have employment contracts prepared and ready for signatures three (3) months after the day of ratification.

B. Monthly Pay Warrants

1. Monthly pay stubs will contain year-to-date totals for all deductions within the computer capabilities. If employees are not able to print a hard copy of their pay stub the district will provide a hard copy within five (5) business days upon written request.
2. Payroll deposits will be available on the 20th of each month beginning in September.
3. Two summer payroll deposits will be available to teachers on the last banking day of May. One summer payroll deposit will be available to teachers on the 20th of June.

C. Payroll Deductions

1. The Board of Education will provide a monthly payroll deduction plan for teacher association dues. This plan is optional and dues will be deducted only if so indicated by the teacher on a "Dues Deduction Request" form.
2. The following guidelines govern the operation of this plan:
 - a. Dues will be deducted only for those teachers belonging to all three levels of the Association; i.e., E.E.A., O.E.A., and N.E.A.
 - b. One-twelfth (1/12) of the total amount of the dues to all three organizations will be deducted from each monthly paycheck of teachers using the deduction plan.
 - c. Should a teacher who is utilizing the dues plan terminate his employment with the Enid Board of Education prior to the completion of his/her contract, the dues deduction will end with the last paycheck issued. Any dues that are unpaid at the time of issuance of the last paycheck will be collected from the teacher by E.E.A.
 - d. The Board of Education will issue a monthly warrant to the E.E.A. for the total amount of the dues deducted for that month. It is the responsibility of the E.E.A. to determine the amounts due to each organization (i.e., E.E.A., O.E.A., and N.E.A.), and to make payment to those organizations.
 - e. The E.E.A. will provide a form acceptable to the administration for the "Dues Deduction Request". 17

D. Substitute Pay

1. When administrator-assigned additional duties or because substitutes are not hired (excluding assemblies, homeroom, and parent-teacher conferences) result in the loss of planning time for members of the teaching staff, elementary teachers will be paid at the rate of fifteen dollars (\$15.00) per hour and seven dollars and fifty cents (\$7.50) each additional 30 minutes; secondary teachers will be paid at the rate of fifteen dollars (\$15.00) per class period and seven dollars and fifty cents (\$7.50) each additional 30 minutes.

2. When a lack of substitutes creates a situation where teachers are given another teacher's students during the day, the teacher will be compensated at the current substitute rate per day. If two teachers share the class of a teacher, each will be paid $\frac{1}{2}$ the current substitute rate.

3. Payment shall be included in the pay warrant following the month in which services were rendered.

E. District Required Workshops/Duties

1. Teachers who attend District workshops required by the Board and/or Administration outside regular school hours will be compensated at the rate of fifteen dollars (\$15.00) per hour.

2. Teachers who perform duties of supervision or work any competitive school athletic or academic event outside regular school hours will be compensated at the rate of fifteen dollars (\$15.00) per hour.

F. Extra Duty Pay

1. Compensation will be given for the specifically identified supervisory duties outside of the professional day as listed in the Additional Duty Stipend Tables.

2. The Administration has the option of increasing any extra duty stipend by 20% above the amount listed in the Additional Duty Stipend Tables. This amount will then be added to the extra duty increment schedule the following year.

G. Gross Stipend

If the FY17 Mid-Term state aid adjustment meets the FY16 Mid-Term Allocation of \$24,899,845 we will provide a onetime gross stipend for FY17 of \$250 that will be paid to every full-time certified employee. In the event the FY17 Mid-Term state aid adjustment *does not* meet the FY16 Mid-Term allocation of \$24,899,845 a onetime gross stipend for FY17 of \$150 will be paid to every full-time certified employee. 18

H. 2016-2017 Compensation Schedule
BACHELORS 19

I. 2016-2017 Compensation Schedule
MASTERS 20

J. 2016-2017 Compensation Schedule
DOCTORS 21

K. CERTIFIED ATHLETIC ADDITIONAL DUTY STIPEND TABLE

2016 – 2017 Additional Duty Assignment	Amount
Athletics Boys Coordinator	7559.61
Athletics Girls Coordinator	7559.61
Softball Head Coach	6502.35
Softball Assistant Coach	2578.83
Volleyball Head Coach	3731.57
Volleyball Assistant Coach	1942.67
Volleyball Middle School Coach	1531.62
Cross Country Girls Head Coach	2801.94
Cross Country Girls Assistant Coach	1638.15
Cross Country Boys Head Coach	2801.94
Cross Country Boys Assistant Coach	1638.15
Football Head Coach (10th-12th)	16,353.36
Football Head Coach (9th)	4694.96
Football Offensive Coordinator	4534.56
Football Defensive Coordinator	4534.56
Football Assistant Coach (9th) or (10th-12th)	3912.47
Football Middle School Coach	3024.05
Wrestling Head Coach	6945.56
Wrestling Assistant Coach	2906.46
Wrestling Middle School Head Coach	2598.93
Wrestling Middle School Assistant Coach	1844.18
Swim Girls Head Coach	3982.82
Swim Girls Assistant Coach	1385.90
Swim Boys Head Coach	3982.82
Swim Boys Assistant Coach	1385.90
Basketball Head Girls Coach	8090.25
Basketball Assistant Coach	3380.82
Basketball Head Girls 9th Coach	2391.90
Basketball Assistant Girls 9th Coach	1773.83
Basketball Middle School Girls 8th Head (blue)	2240.15
Basketball Middle School Girls 8th Head (white)	2240.15
Basketball Middle School Girls 8th Assistant Coach (blue)	1574.84
Basketball Middle School Girls 8th Assistant Coach (white)	1574.84
Basketball Middle School Girls 7th Head Coach (blue)	2221.05
Basketball Middle School Girls 7th Head Coach (white)	2221.05
Basketball Middle School Girls 7th	1385.90

Assistant Coach (blue)	
Basketball Middle School Girls 7th	1385.90
Assistant Coach (white)	
Basketball Head Boys Coach	8090.25
Basketball Assistant Boys Coach	3380.82
Basketball Head Boys 9th Coach	2391.90