

### MADILL PUBLIC SCHOOLS

MEA Negotiated Agreement 2016-2017



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Professional Negotiations Procedural Agreement between Madill Board of Education and Madill Education Association

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# PROCEDURAL AGREEMENT



#### I. PURPOSE

1.1 The Board of Education of the Madill Public School and the Madill Education Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 05-70-509.10. Pursuant to that goal, the Board and the Association enter into the following agreement regarding negotiations.

#### II. RECOGNITION

- 2.1 This agreement is made and entered into by and between the Madill Education Association, hereinafter termed the "Association" and the Board of Education of Madill Public Schools, hereinafter termed the "Board".
- 2.1.1 The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees, excluding administrators, of the Madill Public Schools. The Board agrees not to negotiate with any individual member of the bargaining unit for the duration of this Agreement. Further no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative. Any certified or licensed teacher who desires not to be represented by the bargaining unit may so state in writing to the Board of Education.

#### III. SCOPE OF BARGAINING

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

#### IV. NEGOTIATIONS PROCEDURES

#### 4.1 Negotiations Teams

4.1.1 The Board and the Association shall each designate in writing the names of not more than five (5) regular representatives and two (2) alternates who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person who will serve as spokesperson.

#### 4.2

- 4.2.1 Between March 1 and March 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party if they desire there be negotiations for that year. If no such request is made by the above date, negotiations will not take place for the ensuing year. Every effort shall be made to complete an agreement by July 1st of each year.
- 4.2.2 The first negotiations session shall occur on mutually agreeable day not later than thirty (30) days after the written request, unless another date is mutually agreed upon by both parties.

#### 4.3 Negotiations Sessions

- 4.3.1 Negotiations will be conducted at the times, dates, and places mutually agreed upon by the parties. The time, date, and place of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiated session.
- 4.3.2 Negotiations sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the district.

#### IV. NEGOTIATIONS PROCEDURES

#### 4.4 Tentative Agreement

- 4.4.1 Both parties agree 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 course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.
- 4.4.2 When tentative agreement is reached at any time, it shall be reduced to writing and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of the Association for ratification and then to the Board for ratification.

#### V. IMPASSE

#### 5.1 Mediation

- 5.1.1 If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At any earlier time following its initial negotiations session, either party may declare an impasse, by mutual agreement of the parties, the date declaring an impasse may be extended beyond the first day of school.
- 5.1.2 Within two (2) working days of such declaration, by mutual agreement, a request for the services of the Federal Mediation and Conciliation Service will be made.

#### 5.2 Fact Finding

5.2.1 If the mediation process has been utilized and has failed to bring about agreement on all items (or mediation was not used), the unresolved items shall be submitted to fact finding as follows:

#### V. IMPASSE

#### 5.2 Fact Finding

- 5.2.2 A fact finding committee consisting of three members shall be formed. The Association shall select one member and the Board shall select one member within five (5) days. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss to strike a name from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.
- 5.2.3 Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiation team.
- 5.2.4 The cost for the services to the fact finding committee, including the per diem expenses, if any, and actual necessary travel expenses shall be shared in the following manner: The Board shall assume the expenses of the representative selected by the Board, and the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.
- 5.2.5 The fact finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.

#### V. IMPASSE

#### 5.2 Fact Finding

- 5.2.6 The chairperson shall convene the committee for fact finding. The committee shall meet with representatives of both parties and within twenty (20) days after the fact finding hearing, shall present its written recommendations to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
- 5.2.7 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting the parties shall exchange written statements expressing each parties rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences; provided after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.
- 5.2.8 The local board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations' impasse process within thirty (30) days of the effective date of implementation.

#### VI. SAVINGS CLAUSE

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

#### VII. DURATION OF AGREEMENT

- 7.1 This Agreement shall become effective upon ratification by the Board and the Association. The Agreement shall be effective for the period of one (1) fiscal year and shall be renewed automatically without modification unless the parties agree on an amendment. Either party shall give notice that the party desires to modify or amend this agreement. Consideration of modifications or amendments will be a part of regular bargaining for that year.
- 7.2 In the event that the Associations disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on the date of such disbanding or cessation of representation.

# GENERAL CONTRACT



#### ARTICLE I

#### DURATION OF AGREEMENT

1.1 Upon ratification by the Board and by the Association, this Agreement shall become effective for a period of one (1) fiscal year and shall be renewed automatically without modification, unless changed through the negotiations process.

#### ARTICLE II

#### PROCEDURAL AGREEMENT

2.1 The Procedural Agreement for Negotiations between the Madill Board of Education and the Madill Education Association shall be attached to this Agreement for information purposes only.

#### ARTICLE III

#### **DEFINITIONS**

3.1 The following definitions shall apply throughout this Agreement:

Agreement- This contract between the Board and the Association.

Association - The Madill Education Association.

Association President - The elected president of the Madill Education Association.

Board - The official policy-making body governing the District.

Board Policy - A course of action adopted by the Board.

Career Teacher - A duly certified teacher who has completed three (3) consecutive complete school years of teaching service in the Madill Public School District under a written contract as provided by law.

District - The Madill Public School District No. 2 of Marshall County, Oklahoma.

Employee - A career teacher, probationary teacher, or licensed teacher presently under contract with the Madill Public School system.

Entry Year Teacher - An entry year teacher not holding a standard certificate.

Immediate Supervisor - The principal or other Administrator to whom teachers are directly responsible.

Probationary Teacher - A duly certified teacher who has completed less than three (3) consecutive complete years of teaching service in the Madill Public School District under written contract, as provided by law.

#### ARTICLE III

#### **DEFINITIONS**

School - Any work location at which teachers perform their job functions.

Seniority - The length of service from the first day of contracted service in the District.

Site - See school.

Superintendent - The chief administrative officer of the District.

Teacher - See employee

#### ARTICLE IV

#### MAINTENANCE OF STANDARDS

4.1 The parties agree that the standards which are a part of the Negotiated Agreement will only be changed through the negotiation process in accordance with the Procedural Agreement.

#### ARTICLE V

#### SAVINGS CLAUSE

5.1 Should any part of this agreement be declared illegal by statute, court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent it violated the law. The remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted part. Should such declaration of illegality occur during the course of negotiations, said article shall automatically become part of the negotiations and negotiations of such article shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

#### ARTICLE VI

#### CONTRACT REFERENCE

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

# WORKING CONDITIONS



#### ARTICLE I

#### PERSONNEL FILE

- 1.1 An official file shall be maintained in the office of the Superintendent. The file shall contain, but not be limited to, the following information: all evaluation reports, current contracts, current transcripts, current teaching certificates, letters of recommendation, letters of criticism and commendation, an annual summary of staff development points, as provided by the Staff Development Committee and documentation of unused sick leave. Unofficial working files may be maintained in the office of each principal.
- 1.2 Material that may adversely affect a teacher's employment status 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.
- 1.3 Upon notification to the Superintendent's office, a teacher, or upon written authorization, the teacher's designee, may review the content of the teacher's official file during normal business hours, but not during the time the teacher or designee is supervising students. The teacher is entitled to receive a copy of any documents contained therein with the teacher paying the cost of reproduction.
- 1.4 Access to a teacher's official file will be limited to: the teacher or teacher's designee, district employees who have a need to review the file in order to complete a job responsibility, members of the Board of Education, officials of the State Department of Education, upon official request, otherwise as required by law. All personnel file examinations shall take place in the Administrator's office and in the presence of the Administrator or his/her designee.
- 1.5 All evaluation material shall be kept in a separate envelope in the personnel file.

#### ARTICLE I

#### PERSONNEL FILE

- 1.6 Any allegation or anonymous charge which is unproven through a thorough documented investigation shall not be placed or maintained in a teacher's official file.
- 1.7 The District shall keep a log in each personnel file indicating the persons who examine a file as well as the update and the purpose such examinations are made. Such log shall be available for examination by the teacher or his/her authorized representative. (Appendix A)
- 1.8 Any evaluatory material will be kept on record for the duration of the teacher's employment.

#### ARTICLE II

#### COMPLAINTS

- 2.1 All complaints against employees must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken. At the point when the investigation of a complaint would result in documentation and/or disciplinary action to be contemplated, notification of such investigation will be given to the affected teacher.
- 2.2 Teachers shall have the right to be faced by a complainant before disciplinary action is taken.
- 2.3 Teachers shall immediately report cases of assault or property damage to their principal or other immediate supervisor. Time lost by a teacher for medical or legal reasons in connection with any such incident shall not be charged against the teacher.

#### ARITCLE III

#### DUTY FREE LUNCH

- 3.1 At the beginning of each school year, the principal after first considering the responsibility and safety of the students, then receiving input from teachers shall establish a lunch duty schedule. Said schedule shall assign duties to teachers on a rotating and equitable basis. Teachers shall be provided with as much duty free lunch time as is possible each day.
- 3.2 Teachers serving in an assigned lunch duty capacity shall receive a free lunch.

#### ARTICLE IV

#### PREPARATION TIME

- 4.1 Classroom teachers in grades six (6) through twelve (12) shall be scheduled for preparation time of one (1) class period each day.
- 4.2 Classroom teachers in grade kindergarten (K) through five (5) shall be scheduled for a minimum of two hundred twenty-five (225) minutes of preparation time each week.
- K-5 preparation time shall be scheduled during the times that the students are under the supervision of specialized teachers such as art, music, and physical education. Every effort will be made to provide classroom teachers in grades Kindergarten (K) through five (5) a minimum forty-five (45) consecutive minutes of preparation time each day.
- When necessary, the principal may require teachers to forego scheduled preparation time to accept responsibilities related to the school. The principal shall assign teachers to duties during preparation time on a rotating and equitable basis.
- 4.5 Teachers are expected to utilize preparation time for school related activities only.
- 4.6 Teachers may leave the building with the approval of the principal or his/her designee to avail themselves of district and community resources after signing a hold harmless agreement.

#### ARTICLE V

#### TEACHING FACILITIES

- 5.1 The Board will strive to provide adequate, healthy, and safe teaching facilities at each school.
- Teachers shall have access to a private telephone in the teacher workroom. Use of school telephone shall be limited to school-related business. Teacher use of personal cell phones at school will be in such a manner as to not interfere with or disturb the educational process or diminish student time on task. If teachers' personal cell phones are taken into classrooms, they should be set to silent mode. Except for emergency situations teachers will not use cell phones when responsible for students. This includes texting.
- 5.3 Teachers shall be provided with a workroom at each school provided that space is available that will not interfere with the instructional program needs of the district.

#### ARTICLE VI

#### REPORT DATES

6.1 The dates and procedures to be followed in issuing progress reports or grade reports shall be established by the administration and will be provided to each teacher as soon as practical.

#### ARTICLE VII

#### SCHOOL CALENDAR

- 7.1 Prior to December of each school year, the Association may provide input to the Superintendent regarding the school calendar for the ensuing year. The Superintendent shall consider the Association's input before making his/her recommendation to the Board.
- 7.2 Annual calendars shall be distributed to employees at the beginning of the school year.

#### ARTICLE VIII

#### NOTIFICATION OF ASSIGNMENT

- 8.1 Teachers shall be notified of their tentative teaching assignment for the ensuing year prior to the last day of school if known at that time.
- 8.2 Teaching assignments shall be made by the administration in the best interest of the total school program. In the event a change of teaching assignment is to be made, the teacher shall be notified as soon as practical. Extra duty assignments shall be made by the administration.

#### ARTICLE IX

#### RIGHT TO REPRESENTATION

- 9.1 Teachers shall have the right to have a representative of their own choosing present whenever attending a conference with an administrator during which the teacher is receiving a written reprimend or other formal disciplinary action.
- 9.2 If while attending a non-disciplinary conference, it is determined that a teacher is to receive disciplinary action, the teacher may ask that the conference be rescheduled in order for the teacher to secure a representative.
- 9.3 At any conference where the administrator has a witness, the teacher shall also be entitled to a witness.
- 9.4 The administrator or the teacher may request a witness at any conference.

#### ARTICLE X

#### REGULAR TEACHER WORK DAY

- 10.1 Providing that assigned duties do not require otherwise, the teacher work day will be according to the following schedule:
- 15 minutes before first bell and 15 minutes after buses have exited site/campus. Teachers will not leave classrooms until after the buses leave, unless preauthorized by administration.
- 10.2 Building level or district wide meetings, individual conferences, or other school related functions required by the Administration may extend beyond the teacher work day. Every effort will be made to end such meetings by 4:30 PM.
- 10.3 Under normal circumstances, such meetings and/or functions will not be held more than once per week and will not normally be scheduled on the day preceding holidays or vacation periods.
- 10.4 Except in unusual circumstances, teachers shall be notified of such meetings and/or conferences as soon as possible.
- 10.5 Teachers shall be able to suggest items to be placed on the agenda of the teachers meeting. The agenda of teachers' meetings shall be the sole responsibility of the administration.
- 10.6 Teachers shall report to work at the designated time as stated in Section 10.1. Teachers will sign in at the central office, or an area designated by the principal of the building. Prior to the first attendance bell.
- 10.7 Teacher shall be available for student tutoring or conferences, when requested, during the time from the end of the regular student day until the end of the teachers' regular work day. Such conferences and/or tutoring may on occasion extend past the end time of the regular work day.

#### ARTICLE XI

#### CLASS AND ACTIVITY SPONSORSHIPS

- 11.1 Determination of assignment of class and activity sponsorships shall be made by the building level administrator. Teachers will be provided the opportunity for input into the selection process. Whenever possible, volunteers will be considered first in assignments.
- 11.2 Reassignments may be made upon request of the teacher or upon determination of the administration that it is in the best interest to do so.
- 11.3 Any compensation for such duties will be according to the Extra Duty Pay Schedule in Appendix B.

#### ARTICLE XII

#### TEACHER MATERIALS

- 12.1 An updated teacher's notebook shall be given to each teacher at the beginning of each school year. This notebook shall contain, but not be limited to, the following items: Student handbook, if used, teachers' handbook, if used, and the local staff development requirements and schedule. In lieu of the above notebook, information as listed may be provided in an Internet-based format accessible to teachers.
- 12.2 This notebook, if used, shall be tendered each year on the last day of school and will be updated as necessary before the next school year begins.
- 12.3 Any new or amended Board Policies will be updated in a timely manner.

#### ARTICLE XIII

#### VACANCIES AND TRANSFERS

- 13.1 Notice of vacancies for certified positions shall be posted at each school site, or on the school web site on the Internet, within five (5) working days after the vacancy has been determined to exist. The notice shall contain information, including date of posting, pertinent to the vacant position whenever applicable.
- 13.2 Teachers may request a transfer by notifying the Superintendent in writing in the Superintendent's office, "or on the school web site on the Internet," and shall be mailed within five (5) days from the date the vacancy was posted. Qualified teachers requesting a transfer may be interviewed by the superintendent/designee.
- 13.3 During the months of June, July, and August, vacancies shall be posted in the Superintendents office and shall be mailed to any teacher who has provided a stamped, self-addressed envelope for that purpose.
- 13.4 Teachers employed in the district may apply and be considered for non-administrative vacancies. The educational needs of the District and the educational qualifications of the applicant will be factors used in the consideration of the transfer application. Hiring and transfer of personnel shall be solely an administrative function.

#### ARTICLE XIV

#### INVOLUNTARY TRANSFER

- 14.1 If it becomes necessary to involuntarily transfer or reassign a teacher, (teaching duties) a meeting will be held between the teacher and site principal.
- 14.2 When the transfer or reassignment of teaching duties is deemed necessary, the principal will consider the educational needs of the students and determine the grade level and/or subject area where the transfer can best be made.
- 14.3 When selecting a teacher to be transferred, every attempt will be made to facilitate the transfer with the students/school's best interest in mind. The principal shall review and consider the individual qualifications of teachers which shall include: certification, educational training, experience, and special skills. Assignment of teaching duties shall be solely an administrative function.
- 14.4 If the teacher objects to the transfer, written reasons for the objection may be presented to the superintendent for placement in the teacher's official personnel file.

#### KEYS AND ACCESS CODES

- 15.1 During the school year, teachers may request and, with the permission of the site principal, receive a set of keys and access codes from the principal. Teachers who receive a set of keys must return them upon the request of the site principal or other administrator.
- 15.2 During the summer months, teachers may request a set of keys from the principal or the superintendent. Teachers who receive a set of keys must return them to the appropriate administrator in the manner specified by the administration.

#### ARTICLE XVI

#### STUDENT GRADES

- 16.1 Teachers shall be required to document student progress and provide a written rationale explaining their grading system. Each teacher's grading system must be within the guidelines of the school system's goals and objectives in relation to grading.
- Teachers retain the right to determine the individual grades of each of their students within the District's guidelines. Once a grade has been earned by student, the grade will not be changed without the approval of the teacher, unless the principal determined that the grade is inconsistent with the requirements of 16.1 above. If a grade is changed, the change will be so noted and signed by the person making the change.
- 16.3 Student promotion/retention decisions shall be made by the administration, using input from the teacher.

#### ARTICLE XVII

#### PARENT TEACHER CONFERENCE DAYS

- 17.1 Dates for Parent/Teacher conference days will be provided on the school master calendar at the beginning of the school year.
- 17.2 Teachers will be notified of changes in the scheduled conference days at least five (5) working days in advance unless emergency circumstances cause the change. In such emergency situations, teachers will be notified as soon as possible.
- 17.3 Parent/Teacher conference days will normally not extend beyond eight (8) hours. Teachers will be allowed early release on another work day after completion of all parent conferences. Exceptions may be made in unusual circumstances in order to conference with parents who have special needs. The principal and teacher will make arrangements with the parent to accommodate such special circumstances. Teachers will make every effort to attend parent/teacher conferences.

# ARTICLE XVIII

# ADULT OR COMMUNITY EDUCATION

18.1 Participation in the adult or community education programs shall be voluntary. Currently employed teachers may apply and be considered for such positions. Certified positions shall be posted in accordance with Section II, Article XIII, Vacancies and Transfers.

# ARTICLE XIX

# NON-DISCRIMINATION

19.1 The Board agrees not to discrimination against any person for his/her participation in any phase of the bargaining process.

#### ARTICLE XX

#### DRESS CODE

20.1 Employee Dress Code - DRESS CODE POLICY FOR ALL SCHOOL EMPLOYEES (Administrators, teachers, paraprofessionals, substitute teacher, and clerical personnel)

Madill teachers and administrators have traditionally upheld high standards of professionalism, including that of appropriate professional attire. In accordance with that tradition, the Madill Public School System embraces the following standards as they relate to teacher and administrator dress.

The standards of dress and provisions of this policy are applicable to teachers, administrators, substitute teachers, paraprofessionals, and any others who have responsibilities for the instruction of children, as well as to clerical personnel. These standards also apply to employees at the Central Office, Media Center, Special Education Office, Alternative School, and any other off-campus facilities.

- 1. All employees should dress appropriately and in good taste with a manner consistent with their particular responsibility.
- Spirit Days will be designated by the principal.
- 3. Jeans must not be torn, frayed, or have any holes.
- 4. The following attire is prohibited in academic classrooms and offices. This list is not intended to be all-inclusive.
  - a. Blue jeans, except on Spirit Days, and outside duty days when weather makes it necessary
  - b. T-shirts, wind suits, and sweat shirts except on Spirit Days
  - c. Form-fitting or revealing clothing, including leggings worn as slacks, and low-cut blouses
  - d. Dresses/skirts and dress shorts must be a reasonable length, near the knee
  - e. Fleece jogging suits
  - f. Tank shirts
  - g. Flip flops (defined as flat, with toe strap making a "Y", shower shoes/lake shoes
  - h. Caps (only on field trips, track meets, or field days)

#### ARTICLE XX

#### DRESS CODE

- 5. During special activities such as field trips, and other similar events, teachers and administrators may be exempted from the prohibitions, but are requested to adhere to standards of good taste.
- 6. Certain areas of instruction such as physical education are exempted from prohibition of shorts, jogging suits, and sweat suits while teaching physical education. However, coaches or others should wear outer pant or wind suits when going into instructional settings.
- 7. Employees performing duty at ball games and/or other extracurricular activities shall dress in a manner befitting their profession or befitting the occasion (which may require work-type clothes, as approved by the site principal).

The direct supervisor is responsible for enforcing dress code. The administrator at each site will be the final judge whether a staff member's clothing is appropriate for school.

# ARTICLE XXI

# CONTRACT YEAR

21.1 The teachers' contract year shall consist of one hundred eighty (180) days including instructional days and professional activity. In the event that the need arises for additional staff development training, up to two (2) days, as prior approved by the staff development committee, may be added to the contract year.

# ARTICLE XXII

# EXTRA DUTY SCHEDULE

22.1 At the beginning of each school year, the principal, after receiving input from the teachers, shall establish a daily duty schedule. Under normal circumstances, said schedule shall assign duties to teachers on a rotating and equitable basis.

# **EVALUATION**



#### ARTICLE I

#### GENERAL PROVISIONS

- 1.1 The primary purpose of personnel evaluation shall be for the improvement of instruction.
- 1.2 Personnel evaluation shall be a positive, developmental, and continuous process consistent with the provisions set forth herein and shall measure the performance of each employee according to the established criteria of each employee position.
- 1.3 Formal classroom observations of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address, audio or video systems, or similar surveillance devices for monitoring or observing the work performance of an employee shall be used only with the knowledge and consent of teacher.
- 1.4 An employee or administrator shall have the right to have a representative of his/her choice present during any evaluation conference if the conference will involve unsatisfactory rating and a plain for improvement.
- 1.5 Dates and times of evaluation shall conform to the state-mandated TLE system.

#### ARTICLE II

#### RESPONSIBILITY FOR EVALUATION

- 2.1 All teachers will be evaluated by administrative personnel who have participated in required training of the State Department of Education. Administrators will also have training in the TLE system of evaluation.
- 2.2 No employee covered by this negotiated agreement shall evaluate, or participate in any way in the TLE evaluation process of any other employee. Nothing in this selection shall preclude cooperating teachers from supervising and/or evaluating an entry year teacher.
- 2.3 The Superintendent, building administrator, or immediate supervisor shall be responsible for discussing the teacher evaluation objectives with and providing a copy of this evaluation section to each employee within twenty (20) working days of the start of the school year. This may be implemented during the in-service days which precede each school year.
- 2.4 No employee covered by this negotiated agreement shall evaluate, or participate in any way, in the evaluation process of any other employee.

# ARTICLE III

# FREQUENCY OF EVALUATION

3.1 All evaluations shall meet the new TLE requirements set by the SDE.

#### **EVALUATION CRITERIA**

- 4.1 Criteria used in the evaluation of employees shall be based upon the Minimum Criteria for Effective Teaching Performance as adopted by the Oklahoma State Board of Education and the Madill School Board. (See Appendix C)
- 4.2 Madill teachers will be evaluated using the TLE (Teacher and Leader Effectiveness) system.
- Any complaint made against a teacher by a parent, student or other person which does or may affect the employment status of the teacher, shall be promptly called to the attention of the teacher. The teacher shall be afforded the opportunity to rebut or answer said complaint.
- 4.4 Any employee assigned to more than one academic area shall be evaluated at least in his/her primary work assignment and/or major field of certification.
- 4.5 Evaluation of classroom performance shall not be predicated upon the employee's choice of literature or audio/visual aids, provided that such materials are consistent with the age, maturity level of the students, and the District's educational and curriculum guidelines and policies, and are approved by the building administrator.
- 4.6 Evaluation of teaching performance shall not be predicated upon non-school related personal activities.
- 4.7 Any disciplinary action, termination or non-renewal of an employee shall be subject to applicable Oklahoma Statutes.

#### PROCESS OF EVALUATION

#### 5.1 Observation Procedures

- 5.1.1 Should either the teacher or the evaluator feel a conference is necessary to discuss the TLE Formative Review Form, one will be scheduled at the earliest convenient time.
- 5.1.2 Within ten (10) days of the receipt of the TLE Formative Review, the teacher may submit a response and have it attached to the review.
- 5.1.3 One (10 copy of the TLE Formative Review shall be retained by the teacher. One (1) copy shall be retained by the evaluator for ultimate placement in the teacher's personnel file, and one (1) copy (anonymous as to teacher's name) shall be forwarded to TLE data processing for research. Any and all other copies will be destroyed.
- 5.1.4 The teacher may request additional classroom observations if he/she feels it necessary. Such additional observations shall be conducted in accordance with this article.

#### PROCESS OF EVALUATION

# 5.2 Evaluation Report/Conferences

- 5.2.1 An evaluation report shall be prepared using the Teacher and Leader Effectiveness Summative Report Form. (See Appendix D)
- 5.2.2 The TLE Summative Report shall be discussed with the teacher at an evaluation conference in accordance with the dates for evaluation in Article II.
- 5.2.3 The teacher shall receive a copy of the TLE Summative Report at least one (1) day prior to the conference so that he/she will be prepared to discuss the report.
- 5.2.4 At the evaluation conference, a true copy of the TLE Summative Report, with the evaluator's signature thereon shall be presented to the teacher. Receipt of such report shall be acknowledged by his/her signature thereon.
- 5.2.5 Within ten (10) working days of the evaluation conference and receipt of the TLE Summative Report, the teacher may make a written response to the evaluation, and said response shall be made a part of the evaluation record.
- 5.2.6 One (1) copy of the finalized TLE Summative Report, signed by the evaluator and the teacher, shall be retained by the teacher and one (1) copy shall be retained for the employer for placement in the employee's personnel file. Any and all other copies shall be destroyed.

#### PROCESS OF EVALUATION

# 5.3 Plan of Improvement

- 5.3.1 If a plan for improvement is recommended by the evaluator, such written plan shall be developed by the evaluator and the teacher within the ten (10) working days of such determination at a conference held for such purpose, if the plan is not developed at the evaluation conference. Such plan shall include specific directives and admonishments for increasing the quality of the teacher's performance. (See Appendix F)
- 5.3.2 If additional observations are deemed necessary, they shall be conducted in accordance with this evaluation procedure.
- 5.3.3 The evaluation report of the employee's plan for improvement shall be attached to the original evaluation report and placed in the teacher's personnel file.
- 5.3.4 A conference with the teacher shall be scheduled in accordance with Article 5.2.2

# REDUCTION IN FORCE



#### ARTICLE I

#### NEEDS OF THE SCHOOL DISTRICT AND STUDENT

- 1.1 When the Board determines it necessary to reduce the total number of certified and/or licensed employees in the bargaining unit, the student and program need of the district will be the primary criteria in establishing priorities for those to be releases.
- 1.2 In the event of a reduction in force, efforts will be made to accomplish the necessary reduction by normal attrition, voluntary resignation and/or voluntary retirement.
- 1.3 In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the teacher or teachers to be terminated as a result thereof.
- 1.4 In the event a displaced teacher occupies an extra duty assignment which is not a part of their teaching assignment, volunteers will be sought among the existing teaching staff to assume the extra duty assignment. If no volunteers are found, the teacher displacing the teacher with extra duty assignment will assume the extra duty assignment.

#### ARTICLE II

# NON-RENEWAL AND DISPLACEMENT SEQUENCES

- 2.1 The primary basis used in determining the retention or reassignment of affected teachers when the district implements, a RIF plan shall be the ratings of the teachers as measured pursuant to the TLE for the current school year. This is according to 70 O.S. Section 6-101-31.
- 2.2 In the event that the ratings of any teachers slated for RIF, the administrator will make the recommendation to the board who will be retained.

#### ARTICLE III

#### RECALL

- 3.1 Teachers who are released because of a reduction in force will have priority for the remainder of the calendar year in which the reduction occurred 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.
- 3.2 Throughout the calendar year of the reduction, 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 the ten (10) days from the mailing notice of vacancy as provided above;
  - b. waives recall in writing; or
  - c. resigns; or
  - d. refuses to accept a position for which he/she was qualified and was offered to him/her by the district.
- 3.3 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.

# COMPENSATION



#### ARTICLE I

#### SALARY SCHEDULE

- 1.1 All employees shall be paid according to the salary schedule attached in Appendix G. Employees shall be placed on the schedule in accordance with the following provisions.
- 1.1.1 All employees with no previous teaching experience shall be placed on step 0.
- 1.1.1. a For the 2005-2006 contract year, \$1,500 will be added to each step on the State Minimum Salary Schedule. Also, \$1,500 will be added to all lanes above the state required schedule.
- 1.1.1. b Teachers of Madill Public Schools with a minimum of 26 years of service and beyond will receive a step increase of \$350 (added 2001-2002).
- 1.1.1. c Teachers of Madill Public Schools with a minimum of 27 years of service and beyond will receive a step increase of \$500 (added 2002-2003)
- 1.1.2 For the 1992-1993 contract year, all employees with teaching experience within the state of Oklahoma shall be given full credit for that experience, as verified by the state records, and placed on the appropriate step.
- 1.1.3 All employees with teaching experience outside the state of Oklahoma shall be credited with that experience accepted by the Oklahoma State Board of Education and shall be placed on the appropriate step.
- 1.1.4 All employees shall be placed on the appropriate degree classification as verified by official records, such as a college transcript. Notice shall be made by September 10 of each year. No credit for advance degrees will be given after September 10 for that year.
- 1.1.5 In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2003, according to the teacher's experience. (See Appendix G)

#### ARTICLE I

#### SALARY SCHEDULE

- 1.1.6 (UPDATED 08/2011) A one-time stipend of \$250 per semester, paid to each teacher in exchange for learning and implementing the MASS online grading system (to replace the former classroll.com system), will be given to participating teachers for the 2011-2012 school year, with the express understanding and agreement that said stipend is to be discontinued after the 2011-2012 school year. After that time, teachers are required to utilize said system as a regular part of their teaching duties for no additional compensation.
- 1.1.7 The rate for afterschool tutoring, and summer school programs, will range from \$18-\$22 per hour. In the event that compensation, for the above stated programs, is funded by a grant, the hourly salary will be contingent upon the availability of funds, as well as being approved by the superintendent of schools.

(For the 2014-15 school year employees of the working within the 21<sup>st</sup> Century Grant, after school tutoring or summer school, will be compensated at a rate of \$22/hour. The following year's salary will be determined by the availability of grant funds.)

1.2 The following employees employed in approved Career-Technology programs shall be compensated in the manner prescribed by the Oklahoma Career-Technology Department: Business Education, Family and Consumer Science, Agriculture Education, and Technology Education. Counselors shall be compensated at their normal per diem rate (annual salary schedule rate divided by 180) for each day employed. Employees working in state or federally mandated programs shall receive additional compensation as stipulated by the governing agency.

#### ARTICLE II

#### EXTRA DUTY PAY SCHEDULE

- 2.1 Employees having extra-curricular assignments shall be compensated according to Appendix B Extra Duty Pay Schedule. Coaches will be paid for only one assignment per sport season. That will be the assignment in which they would receive the highest compensation. No coach will receive less compensation for the same assignment as he/she was paid in the 1991-1992 school year.
- 2.2 The following extra duty positions shall receive compensation as listed: Elementary enrollment (in August prior to the beginning of school). Teachers who are required to work during this enrollment shall be paid \$18 per hour.
- 2.3 Should the Board find it necessary to create an extra duty position not currently listed on the schedule in Appendix B, the Board shall notify the Association. Salary for the position may be set by the Board after notifying the Association. The salary for the position shall be negotiated at the next year's negotiations session.

# ARTICLE III

# COMPENSATION FOR PLANNING PERIOD

3.1 Any teacher who agrees to substitute during their planning period for another teacher when leave is charged to the absent teacher or when the absent teacher is on school business, shall be compensated at the rate of \$18 per hour of substituting.

#### PAY DATE

4.1 Employees shall be paid on or before the fifteenth (15<sup>th</sup>) of each month. If a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. All checks for pay dates falling during summer recess shall be issued to the employee on the June pay date. Upon request, checks will be mailed using a self-addressed, stamped envelope provided by the employee.

# RETIREMENT

5.1 The Board shall pay each employee's full contribution to the Oklahoma Teacher's Retirement Fund.

#### **BUSINESS MILEAGE**

6.1 Employees shall be reimbursed at the Board approved mileage rate in cases where their personal vehicles are used for school business. The Board approved mileage rate must be equivalent to, or better than, the current District rate. Such cases must have prior approval in writing from the Superintendent or his/her designee. Mileage shall be paid monthly if approved and submitted at least a week prior to the board meeting.

# ARTICLE VII

# FRINGE BENEFITS

7.1 Teachers from each site may request the provision of a Hepatitis shot at the beginning of the school year.

# ARTICLE VIII

# PASSES FOR SCHOOL EVENTS

8.1 Passes shall be made available to all employees for all local school events. The pass shall admit the employee, his/her spouse, and minor children living at home. Children of middle school age and up will be allowed entry to school events without a parent in attendance. This pass shall be non-transferable.

# **LEAVE**



#### ARTICLE I

#### SICK LEAVE

- 1.1 The Board shall provide each teacher ten (10) days of sick leave each year for use in case of personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family. Teachers on eleven month contracts will receive eleven (11) days each year and those on twelve month contracts will receive twelve (12) days each year.
- 1.2 Immediate family shall mean spouse, children, grandchildren, father, mother, corresponding in-laws and other members of the household. Request for sick leave in case of injury or illness for family members not covered in this definition may be approved by the building principal.
- 1.3 Unused sick leave days may accumulate to a maximum of seventy (70) days.
- 1.4 On the first workday of each year, the Board will advise each teacher in writing, as to the number of leave days he/she has accumulated.
- 1.5 Although it is not normally required that a teacher obtain prior approval to use sick leave, the teacher may be required after the third consecutive day to provide certification of illness by a medical doctor or appropriate evidence of illness in order to receive sick leave for an absence.
- 1.6 Upon retirement, a teacher who has taught the last ten (10) years or more in the Madill District shall be paid for all unused sick leave days earned in this district, up to a maximum of eighty (80) days at the rate of ten (10) dollars per day.

- 1.8 In the case of extended illness or disability and after all sick leave is used only the amount of the substitute teacher's pay will be deducted from the daily contractual salary of the teacher for the days the teacher remains absent, not to exceed twenty (20) working days. After this time, the teacher may request an unpaid leave of absence from the district for up to the remainder of the contract year. If the leave of absence is granted the teacher will upon return to the job be reinstated in the same or a comparable position with the same seniority and pay.
- 1.9 All sick leave will be charged in ½ day increments.

#### ARTICLE II

#### PERSONAL BUSINESS LEAVE

- 2.1 Each teacher shall be granted up to three (3) days of personal business leave at the cost of sub-deduct (\$65) each year upon notice to the immediate supervisor.
- 2.2 Except in emergency situations, a teacher who will be absent for reasons of personal business shall provide the administration with at least twenty-four (24) hours notice.
- 2.3 Except in emergency situations, the administration may deny the use of a particular personal business day if the absence on that day would cause an undue hardship on the district.
- 2.4 Except in emergency situations, personal business leave may not be used during the following times: first or last week of school, five (5) days immediately preceding or following a holiday or vacation period, parent conference days, professional in-service days, or any and all testing dates. The building principal, at his/her discretion, may waive these conditions.
- 2.5 All personal business leave will be charged in ½ day increments.

#### ARTICLE III

#### PROFESSIONAL LEAVE

- 3.1 Teachers may apply to the principal for leave to attend professional meetings, workshops, or conferences. If the leave request is granted the teacher shall not suffer a loss in pay or accumulated leave benefits for such absence.
- 3.2 Every effort will be made to provide equitable opportunities within the administrative unit for teachers to attend professional activities.
- 3.3 Teachers who are elected or appointed to education related boards/committees may be granted professional leave with district paying the cost of the substitute.
- 3.4 Upon approval of the site principal, teachers may be allowed to leave work early to enroll in college classes. The teacher shall not suffer loss of pay or accumulated leave for such absence. If a teacher uses planning period time to substitute for a teacher leaving early for this purpose, the substituting teacher will not be compensated for such time.

# ARTICLE IV

# EMERGENCY SCHOOL CLOSING

4.1 When conditions require the closing of the Madill Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.

# ARTICLE V

# LEGAL PROCESS LEAVE

5.1 Teachers shall be granted leave to serve on a jury or as a witness subpoenaed in criminal, civil or juvenile proceedings. A teacher serving as a juror or subpoenaed witness shall be paid his/her full contract salary less any compensation received for such services, exclusive of any expense reimbursement.

# ARTICLE VI

#### **MILITARY**

6.1 Teachers who are ordered to active duty or service by a branch of the Armed Forces of the United States shall receive a leave of absence for the period of such active service without loss of status or efficiency rating and without loss of pay for the first thirty (30) days of such leave of absence. Upon termination of leave, the teacher shall be returned to the same position or a comparable position within the teacher's certification area.

# ARTICLE VII

# **EMERGENCY LEAVE**

- 7.1 Teachers shall be granted up to three (3)days each year for emergencies at the cost of sub-deduct (\$65). An emergency is defined as a catastrophic event beyond the prior knowledge or control of the teacher and which requires the teacher to be absent from his/her job as a result of the event.
- 7.2 All emergency will be charged in ½ day increments.

#### ARTICLE VIII

# BEREAVEMENT LEAVE

- 8.1 Teachers shall be granted three (3) days bereavement leave at the cost of sub deduct (\$65) to be used in the event of the death of a member of the immediate family. Immediate family shall include spouse, father, mother, children, grandparents, brother, sister, corresponding in-laws, aunts, uncles, nieces, nephews, and members of the immediate household.
- 8.2 Leave to attend funerals of persons outside the immediate family will be deducted from sick or personal business leave.
- 8.3 All bereavement leave will be charged in ½ day increments.

#### ARTICLE IX

#### NOTIFICATAION OF ABSENCE

- 9.1 Teachers shall notify the principal of the need to utilize leave for the purpose of absence from work. Every effort shall be made for such notice of absence to be reported by 7:00 A.M. on the day of the absence.
- 9.2 Substitutes will be contacted either by the principal (or designee) or by the teacher unless the teacher is physically unable to do so.
- 9.3 An updated substitute list will be available as required by the teacher.
- 9.4 If a teacher believes there is a need to be absent from work for any reason not covered by an approved category of leave, the teacher may request an unpaid leave from the principal. If the leave is approved an amount equal to one (1) day's pay will be deducted from each day of such absence.

# GRIEVANCE PROCEDURE



# ARTICLE I

# **PURPOSE**

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

#### ARTICLE II

# **DEFINITIONS**

- 2.1 A "grievance" is a claim by a teacher or teachers that there has been a violation, misinterpretation or misapplication of the terms of this Negotiated Agreement.
- 2.2 The "grievant" shall be the person or persons making the claim.
- 2.3 The "party in interest" is the grievant or any person who might be required to serve as a witness to take action or against whom action might be taken in order to resolve the claim.
- 2.4 "Days" shall mean the working days of the teacher. Beyond the working days of the teacher, "days" shall mean the working days of the supervisor involved at the level that the grievance is being processed.

#### ARTICLE III

#### **PROCEDURE**

#### 3.1 Level 1

3.1.1 The grievant shall first discuss the grievance individually with the principal within ten (10) days of the knowledge of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

# 3.2 Level 2

- 3.2.1 If the grievant is not satisfied with the disposition of his/her grievance at Level 1, he/she may file the written grievance within five (5) days of the Level 1 meeting with the principal citing the article and section alleged to have been violated and the specific remedy sought.
- 3.2.2 The principal shall schedule and hold a formal meeting with the grievant within five (5) days after receipt of the written grievance.
- 3.2.3 The principal shall transmit a written decision to the grievant within five (5) days of the Level 2 meeting.

#### 3.3 Level 3

- 3.3.1 If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may file the grievance within five (5) days of the Level 2 response with the Superintendent.
- 3.3.2 The Superintendent shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal.
- 3.3.3 The Superintendent shall transmit a written decision to the grievant within five (5) days of the Level 3 meeting.

# ARTICLE III

#### **PROCEDURE**

# 3.4 Level 4

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

# ARTICLE IV

# RIGHT TO REPRESENTATION

- 4.1 The grievant and the administration may each be represented by a person of their own choosing at Levels 2, 3, and 4.
- 4.2 If the grievant is not represented by the Association, the Association may have a representative present at Levels 3 and 4.

#### ARTICLE V

# GENERAL PROVISIONS

# 5.1 Special Grievances

- 5.1.1 The Association may file a grievance as the "grievant" or alleged violations of the Section pertaining to Association Rights.
- 5.1.2 The Association shall file a "consolidated grievance" if two or more grievants wish to file the same grievance. In such cases all grievants' names will be listed on the written grievance form. The consolidated grievance will commence at Level 2 after the individual grievants have completed the Level 1 meeting.
- 5.2 Decisions rendered at Levels 2, 3, and 4 of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
- 5.3 Necessary forms for filing of grievances shall be mutually agreed upon by the Association and the Board and be made a part of this Agreement. (See Appendix H)
- 5.4 Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.
- 5.5 No reprisals shall be taken against the grievant, any witness, or other participant in the Grievance Procedure by reason of such participation.
- 5.6 Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level. Failure of an administrator to answer the grievance within the specified time limits shall allow the grievant to proceed to the next level.

# ARTICLE V

# GENERAL PROVISIONS

- 5.7 All meetings and hearings, with the exception of those at Level 4 under the Procedure shall not be conducted in public and shall include only parties in interest, or their representatives.
- 5.8 Time limits at any level may be extended by mutual agreement, and such agreement shall be reduced to writing and placed in the record for that grievance.

# ASSOCIATION RIGHTS



#### ARTICLE I

# USE OF FACILITIES

- 1.1 After scheduling with the Superintendent, Principal or designee, the Association may use school facilities for meetings of the Association or its affiliates.
- 1.2 Such meetings may only be held if they do not interfere with other scheduled activities of the district.
- 1.3 If such meetings cause the district to incur any additional costs, including but not limited to: Overtime pay for custodial staff, utility expenses or additional security, the Association agrees to reimburse the district for said costs.

#### ARTICLE II

# INFORMATION DISTRIBUTION

- 2.1 The Association shall be permitted to distribute information related to the official business of the Association by placing such material in the individual school mail boxes of teachers and on a bulletin board in the teachers' workroom.
- 2.2 Such material shall not suggest, urge or propose any action by a teacher to violate, ignore, or resist any terms of this agreement, administrative regulation or policy.
- 2.3 Political Campaign material other than that directly related to the Association may not be distributed or posted by the Association.

# ARTICLE III

# USE OF EQUIPMENT

3.1 The Association may use district copying equipment. The use of such equipment may only occur outside the teacher work day and at times the equipment is not being used for instructional or administrative copying.

#### ARTICLE IV

#### AVAILABILITY OF INFORMATION

- 4.1 The Board shall make available to the Association upon written request, any public information necessary for administering this Agreement.
- 4.2 Information already compiled and duplicated will be provided at no cost to the Association.
- 4.3 Information that must be compiled and/or duplicated will be provided at a cost of ten (10) cents per copy for duplication.
- 4.4 For all regular, special, and emergency Board meetings a copy of the agenda will be available in the Superintendent's office as soon as it is posted. Minutes will be made available to the Association in the Superintendent's office as soon as possible after approval by the Board.
- 4.5 The District will publish Board Minutes for all meetings (including Special and Emergency meetings) of the Board. A copy will be posted at each school site as soon as they are approved.

# ARTICLE V

# VISITATION BY ASSOCIATION REPRESENTATIVES

5.1 Association representatives must check in with the building principal or designee prior to visiting with teachers or transacting Association business.

# **APPENDIX**



APPENDIX A	
Madill Public Schools	
Personnel File Access	Sheet

<u> </u>

The following persons have accessed these records:

Signature	Purpose	Date

# COMPENSATION APPENDIX B

Any person with an extra duty assignment will be compensated for each assignment.

H.S. Varsity Asst. Coach       1250 - 250         9th Grade Head Coach       1000 - 200         9th Grade Asst. Coach       500 - 100         8th Grade Head Coach       500 - 100         8th Grade Asst. Coach       250 - 50         7th Grade Head Coach       500 - 100         7th Grade Asst Coach       250 - 50	FOOTBALL	AMOUNT
9th Grade Head Coach       1000 - 200         9th Grade Asst. Coach       500 - 100         8th Grade Head Coach       500 - 100         8th Grade Asst. Coach       250 - 50         7th Grade Head Coach       500 - 100         7th Grade Asst Coach       250 - 50	H.S. Varsity Head Coach	3375 - 6750
9th Grade Asst. Coach       500 - 100         8th Grade Head Coach       500 - 100         8th Grade Asst. Coach       250 - 50         7th Grade Head Coach       500 - 100         7th Grade Asst Coach       250 - 50	H.S. Varsity Asst. Coach	1250 - 2500
8th Grade Head Coach       500 - 100         8th Grade Asst. Coach       250 - 50         7th Grade Head Coach       500 - 100         7th Grade Asst Coach       250 - 50	9 <sup>th</sup> Grade Head Coach	1000 - 2000
8 <sup>th</sup> Grade Asst. Coach       250 - 50         7 <sup>th</sup> Grade Head Coach       500 - 100         7 <sup>th</sup> Grade Asst Coach       250 - 50	9 <sup>th</sup> Grade Asst. Coach	500 - 1000
7th Grade Head Coach       500 - 100         7th Grade Asst Coach       250 - 50	8 <sup>th</sup> Grade Head Coach	500 - 1000
7 <sup>th</sup> Grade Asst Coach 250 - 50	8 <sup>th</sup> Grade Asst. Coach	250 - 500
	7 <sup>th</sup> Grade Head Coach	500 - 1000
M C 3cct Cooch 250 - 50	7 <sup>th</sup> Grade Asst Coach	250 - 500
m.s. Asst. Coach 250 - 50	M.S. Asst. Coach	250 - 500

BASKETBALL	AMOUNT
H.S. Varsity Head Coach	2625 - 5250
H.S. Varsity Asst. Coach	750 - 1500
9 <sup>th</sup> Grade Head Coach	750 - 1500
9 <sup>th</sup> Grade Asst Coach	375 - 750
8 <sup>th</sup> Grade Head Coach	500 - 1000
7 <sup>th</sup> Grade Head Coach	500 - 1000
6 <sup>th</sup> Grade Head Coach	500 - 1000
5 <sup>th</sup> Grade Basketball (B & G)	500 - 1000

WRESTLING	AMOUNT
H.S. Varsity Head Coach	2625 - 5250
H.S. Asst. Coach	1000 - 2000
9 <sup>th</sup> Grade Head Coach	375 - 750
9 <sup>th</sup> Grade Asst. Coach	250 - 500
8 <sup>th</sup> Grade Head Coach	250 - 500
7 <sup>th</sup> Grade Head Coach	250 - 500
M.S. Asst. Coach	125 - 250

BASEBALL	AMOUNT
H.S. Varsity Head Coach	2625 - 5250
H.S. Varsity Asst. Coach	750 - 1500
9 <sup>th</sup> Grade Head Coach	375 - 750
Asst. 9 <sup>th</sup> Grade	250 - 500
Head Jr. High	500 - 1000
Asst. Jr. High	250 - 500
M.S. Asst. Coach	125 - 250
TRACK	AMOUNT
H.S. Varsity Head Coach	3750 - 1875
H.S. Varsity Asst. Coach	750 - 1500
Girls Indoor Track	375 - 750
Boys Indoor Track	375 - 750
9 <sup>th</sup> Grade Head Coach	375 - 750
9 <sup>th</sup> Grade Asst. Coach	375 - 750
8 <sup>th</sup> Grade Head Coach	250 - 500
7 <sup>th</sup> Grade Head Coach	250 - 500
M.S. Asst. Coach	
CROSSCOUNTRY	AMOUNT
CROSSCOUNTRY 6-12 Boys/Girls Head Coach	<b>AMOUNT</b> 2000 - 4000
6-12 Boys/Girls Head Coach	2000 - 4000
6-12 Boys/Girls Head Coach	2000 - 4000
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach	2000 - 4000 500 - 1000
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach SOFTBALL	2000 - 4000 500 - 1000 AMOUNT
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach SOFTBALL Slow Pitch Head Coach (9-12)	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12)	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000
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6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach  SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12) Fast Pitch Head Coach (9-12) Fast Pitch Asst. Coach Head Jr. High Fast Pitch (7-8)	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000 2000 - 4000 500 - 1000 500 - 1000
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6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach  SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12) Fast Pitch Head Coach (9-12) Fast Pitch Asst. Coach Head Jr. High Fast Pitch (7-8) Asst. Jr. High Fast Pitch (7-8)	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000 2000 - 4000 500 - 1000 500 - 1000 250 - 250
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach  SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12) Fast Pitch Head Coach (9-12) Fast Pitch Asst. Coach Head Jr. High Fast Pitch (7-8) Asst. Jr. High Fast Pitch (7-8)	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000 2000 - 4000 500 - 1000 500 - 1000 250 - 250
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach  SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12) Fast Pitch Head Coach (9-12) Fast Pitch Asst. Coach Head Jr. High Fast Pitch (7-8) Asst. Jr. High Fast Pitch (7-8)	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000 2000 - 4000 500 - 1000 500 - 1000 250 - 250
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach  SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12) Fast Pitch Head Coach (9-12) Fast Pitch Asst. Coach Head Jr. High Fast Pitch (7-8) Asst. Jr. High Fast Pitch (7-8)  GOLF Golf Boys/Girls	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000 2000 - 4000 500 - 1000 500 - 1000 250 - 250 AMOUNT 875 - 1750
6-12 Boys/Girls Head Coach 6-12 Boys/Girls Asst. Coach  SOFTBALL Slow Pitch Head Coach (9-12) Slow Pitch Asst. Coach (9-12) Fast Pitch Head Coach (9-12) Fast Pitch Asst. Coach Head Jr. High Fast Pitch (7-8) Asst. Jr. High Fast Pitch (7-8)  GOLF Golf Boys/Girls  WEIGHT PROGRAM	2000 - 4000 500 - 1000 AMOUNT 1000 - 2000 500 - 1000 2000 - 4000 500 - 1000 500 - 1000 250 - 250 AMOUNT 875 - 1750

SOCCER	AMOUNT
Head Boys HS	1500 - 3000
Asst. Boys HS	500 - 1000
Head Girls HS	1500 - 3000
Asst. Girls HS	500 - 1000

MISC	AMOUNT
$6^{\mathtt{TH}}$ Grade Girl's Athletics Coach	250 - 500
6 <sup>th</sup> Grade Boy's Athletics Coach	250 - 500
Summer Athletic Head Coach	500 - 1000/month*
Summer Athletic Asst. Coach	375 - 750/month*
*(June/July - administration approved any	summer employees)

FINE ARTS	AMOUNT
Band Director	7250
H.S./M.S. Chorus	1500
H.S. Speech	1500

SPONSORSHIP	AMOUNT
Prom Coordinator	1000
Junior Class	650 divided among workers
H.S. Student Council	1500
M.S. Student Council	750
H.S. Gifted/Talented	750
M.S. Gifted/Talented	750
Elem. Gifted/Talented	750
Annual (Yearbook)	2000
Quiz Bowl Coach	500
Varsity Cheerleader	2750
Jr. Varsity Cheerleader	1750
Flag Corp	500
Dance	1000
Math Counts	250
Science Fair	250
Trade Fair	250
Plays	500
Academic Team Coach	1000
Academic Meet Judge/Narrator	18/match
Beta Club	500
National Honor Society	500
Junior High National Society	250

Lead Core Teacher

500

LCT is designated by building site. ECC and Elementary paid \$500 for each grade level; Middle and High School paid \$500 for each core subject area (English Language Arts, Math, Reading/Literature, Science, and Social Studies).

SADD Sponsor 1000

Archery 1000 divided among all

sponsors

Contract Work After Hours

18/hour

SHOULD THE BOARD FIND IT NECESSARY TO CREATE AN EXTRA DUTY POSITION NOT CURRENTLY LISTED ON THE SCHEDULE IN APPENDIX B, THE BOARD SHALL NOTIFY THE ASSOCIATION. SALARY FOR THE POSITION MAY BE SET BY THE BOARD AFTER NOTIFYING THE ASSOCIATION. THE SALARY FOR THE POSITION SHALL BE NEGOTIABLE AT THE NEXT YEAR'S NEGOTIATIONS SESSION.

#### STIPEND

To receive stipend listed below, each teacher must complete one (1) or more items from each category:

#### Individual

Professional development in excess of state requirements
National board certification acquired in the current year
Attendance at non-mandatory extra seminars related to teaching
assignment

Obtaining a master's or doctorate degree
Obtaining student achievement benchmarks on the TLE
Tutoring student(s) on a volunteer basis before or after school, two
(2) or more hours per month\*

#### <u>Site</u>

Faculty meetings outside normal work day Participation in a site-level committee Volunteering for site-based fundraisers Curriculum alignment committee

#### District

Professional development committee\*
Negotiations team\*
Calendar development committee
School improvement committee
School safety committee

Volunteering for a district-based activity or event not on a contracted work day (e.g., track meets, art show, helping with hospitality rooms, etc.)

\*Completion of any of these activities will earn the stipend without completion of additional items.

#### Terms and Conditions:

- 1. Each teacher is responsible for keeping track of his/her completed items.
- Listing of completed items (in narrative form, with specific dates/details)
  must be turned in to site principal on or before April 1 of the current
  year.
- 3. Consequences for non-completion: If stipend is paid and a teacher does not fulfill criteria prior to April 1<sup>st</sup>, absent extenuation circumstances, the stipend previously paid will be deducted from the May, June, July, and August paychecks, and the teacher will automatically be excluded from a stipend opportunity for the ensuing school year.

<u>Experience</u>	<u>Stipend</u>	
0-9 years	\$1,550	
10-19 years	\$2,300	(Stipend to be paid in October)
20-29 years	\$2,900	
30+ years	\$3,400	

#### APPENDIX G

# COMPENSATION SALARY SCHEDULES

#### 1996-97

- 1 For the 1996-97 contract year, the compensation schedule for teachers will remain the same as the compensation schedule for 1995-96 with each teacher paid according to the degree, college hours, and years experience for which he/she qualifies.
- 2 Each teacher who would have received a salary increase as required by SB1100 will receive the compensation in the form of a one-time longevity stipend.
- 3 Each teacher not affected by SB1100 will receive a one-time stipend according to the following schedule.

#### 1997-98

- 1 Teachers will receive the entire base salary according to the State Minimum Teacher's Salary schedule, as specified in Oklahoma Statutes, according to the degree, college hours, and years experience for which he/she qualifies.
- 2 In addition to the above amounts, the Madill School District shall provide a stipend to be paid October 1997, according to a teachers' experience.

#### 1998-99

For the 1998-99 contract year, the teachers of the Madill Public School District shall be compensated in the following ways:

- 1 Teachers will receive the entire base salary according to the State Minimum Teacher's Salary schedule, as specified in Oklahoma Statutes, according to the degree, college hours, and years experience for which he/she qualifies. Also, the \$684 specified by SB 902.
- 2 The Madill School District will continue paying \$700 above the state base toward health benefits.

# 1999-2000

For the 1999-2000 contract year, the teachers of the Madill Public School District shall be compensated in the following ways:

- 1 Teachers will receive the entire base salary according to the State Minimum Teacher's Salary schedule, as specified in Oklahoma Statutes, according to the degree, college hours, and years experience for which he/she qualifies.
- 2 The Madill School District will continue paying \$700 above the state base toward health benefits.

For the 2000-2001 contract year, the teachers of the Madill Public School District shall be compensated as follows:

- 1 Teachers shall receive the entire base salary according to the State Minimum Teachers Salary Schedule, as specified in Oklahoma Statutes, according to the degree, college hours, and years experience for which they qualify.
- 2 The Madill School District will pay \$978 above the state base toward health benefits.
- 3 In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2000, according to a teachers' experience.

#### 2001-2002

For the 2001-2002 contract year, the teachers of the Madill Public School District shall be compensated as follows:

- 1 Teachers shall receive the entire base salary according to the State Minimum Teachers Salary schedule, as specified in Oklahoma Statutes, according to the degree, college hours, and years for which they qualify.
- 2 Teachers of Madill Public Schools with a minimum of 26 years of service and beyond will receive a step increase of \$350.
- 3 The Madill School District will pay \$1250 above the state base toward health benefits.
- 4 In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2001, according to a teachers' experience.
- 5 The following extra duty positions shall receive compensation as listed. (Schedule B)
- 6 Should the Board find it necessary to create an extra duty position not currently listed on the schedule in Appendix B, the Board shall notify the Association. Salary for the position may be set by the Board after notifying the Association. The Salary for the position shall be negotiable at the next year's negotiations session.
- 7 Employees shall be reimbursed at 0.31 rate per mile in cases where personal vehicles are used for school business. This mileage shall be paid monthly if turned in at least a week prior to the Board meeting. All use of personal vehicle must be pre-approved by the Administration prior to use.

For the 2002-2003 contract year, the teachers of the Madill Public School District shall be compensated as follows:

- 1 The salary schedule for 2002-2003, will remain the same as for 2002-2002 with teachers paid according to the degree, college hours, and years experience for which they qualify.
- 2 Teachers with 27 years experience and beyond will receive a step increase of \$500.

HEALTH INSURANCE - The Madill schools will continue to pay \$1250 above the state base toward health benefits.

FLEX BENEFITS - Each teacher accessing the state health insurance offered by the district will receive \$132.14 per month to be used to purchase health insurance. Any teacher not accessing the State Health Insurance will receive \$69.71 per month in cash.

STIPEND - For the 2002-2003 contract year, the Board agrees to provide a stipend to be paid in October 2002. As soon as the financial condition of the Madill Schools and the State of Oklahoma is known after January 1, 2003, the Board and the Association will consider whether additional stipends will be available.

#### 2003-2004

SALARY SCHEDULE - The Madill School District will continue to pay toward state health insurance according to the 2002-2003 negotiated contract. If the single premium rate increases in January, the Association and the Board will re-convene negotiations to consider if an increase is possible.

STIPEND - In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2003, according to the teachers' experience.

Teacher participation and use of Classroll.com — an online attendance, grading, grade reporting, and instructional management system — will receive an extra incentive stipend at a rate of \$250 per semester. \$15 per hour will be paid for workshops outside regular work year or work days.

REMOVE - Extra Duty assignments for Top Cat sponsor and Mentor teacher compensation.

#### 2004-2005

COMPENSATION - The Madill School District will continue to pay \$1250 in cash to those teachers not electing to take the health insurance provided by the state. STIPEND - In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2004, according to the teachers' experience.

- Add \$250 to each step on the salary schedule.
- Add Lead Core Teacher \$250.
- Change hourly pay for work outside the contract from \$15/hour to \$18/hour.

COMPENSATION - For the 2005-2006 contract year, \$1500 will be added to each step on the State minimum salary schedule. Also, \$1500 will be added to all lines above the state required schedule.

\*\*(this takes the place of the \$1250 salary in lieu of health insurance benefit.)\*\*

STIPEND - In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2005, according to the teachers' experience.

#### 2006-2007

COMPENSATION - The teachers in the Madill School District will receive the state approved increase of \$3000, plus any steps for years of experience, in addition to the total compensation received in the 2005-2006 school year.

STIPEND - In addition to the above amounts, the Madill School District shall provide a stipend to be paid in October 2006, according to the teachers' experience.

CLASSROLL.COM STIPEND - will continue for the 2006-7007 school year.

#### 2007-2008

COMPENSATION - The teachers in the Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2006-2007 school year.

CLASSROLL.COM STIPEND - \$250 per semester will continue for the 2007-2008 school year.

STIPEND - The stipend based on a teacher's experience, paid in October 2007 will change to the following:

- 0-9 years	\$1350
- 10-19 years	\$2100
- 20-29 years	\$2700
- 30+ years	\$3200

PERSONAL BUSINESS LEAVE - Any unused personal business leave days, or parts thereof, shall be added to the sick leave accumulation at the end of the school year.

EXTRA DUTY PAY - \$4500 for soccer will be split between 2 people (\$2250 each) The position of Prom Coordinator will be added and paid \$1000.

The amount paid to Gifted and Talented sponsors will be raised from \$250 to \$750. The amount paid to Student Council sponsors will be raised from \$250 to \$750.

The amount for Special Education Coordinator will be raised from \$2000 to \$4000. Baseball - Head Junior High Coach \$1000 and Assistant \$500.

Fast Pitch Softball - Head Junior High Coach \$1000 and Assistant \$500.

COMPENSATION - The teachers in the Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2008-2009 school year.

CLASSROLL.COM STIPEND - A stipend for classroll.com for \$250 per semester will continue for the 2008-2009 school year.

STIPEND - The stipend based on a teacher's experience, paid in October 2008 will change to the following:

- 0-9 years	\$1350
- 10-19 years	\$2100
- 20-29 years	\$2700
- 30+ years	\$3200

PERSONAL BUSINESS LEAVE - The number of paid personal leave is changed from 1 to 3.

PERSONAL BUSINESS LEAVE - Any unused personal business leave days, or parts thereof, shall be added to the sick leave accumulation at the end of the school year.

EXTRA DUTY PAY - The position of District Test Coordinator will now be a paid position in the amount of \$1000.

The position of Girls Indoor Track and Boys Indoor Track coach was added 02/08. These positions each pay \$750.

The amount for Coach Love as Cross Country Coach will be raised from \$2000 to \$4000.

#### 2009-2010

COMPENSATION - The teachers in the Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2009-2010 school year.

CLASSROLL.COM STIPEND - A stipend for classroll.com for \$250 per semester will continue for the 2009-2010 school year.

STIPEND - The stipend based on a teacher's experience, paid in October 2008 will change to the following:

- 0-9 years	\$1550
- 10-19 years	\$2300
- 20-29 years	\$2900
- 30+ vears	\$3400

PERSONAL BUSINESS LEAVE - Upon showing need, each teacher shall be granted three (3) days of paid leave, each year to conduct personal business that must be conducted at times that school is in session. Personal business days shall not be used for participating in social activities, seeking employment, performing a service for compensation, or participating in purely recreational activities. Personal business days shall be used for attending school athletic events where the requesting teacher's child is competing.

EVALUATION GENERAL PROVISIONS - Every effort will be made to avoid evaluations being conducted on the day immediately before, or immediately after a holiday from school, on the day of a field trip or class celebration, or during the last hour of the school day.

2010-2011

DID NOT NEGOTIATE

#### 2011-2012

COMPENSATION - The teachers in the Madill School District will receive any steps for years of experience, in addition to the total compensation received in the 2010-2011 school year.

CLASSROLL.COM STIPEND- A one-time stipend for \$250 per semester, paid to each teacher in exchange for learning and implementing the MASS online grading system (to replace the former classroll.com system), will be given to participating teachers for the 2011-2012 school year, with the express understand and agreement that said stipend is to be discontinued after the 2011-2012 school year. After that time, teachers are required to utilize said system as a regular part of their teaching duties for no additional compensation.

STIPEND - The stipend based on a teacher's experience, paid in October 2011 will be as follows:

- 0-9 years	\$1550
- 10-19 years	\$2300
- 20-29 years	\$2900
- 30+ years	\$3400

EXTRA DUTY PAY - The position of Cross-Country Assistant  $6^{\rm th}$ - $12^{\rm th}$  grade boys and girls was added. This position pays \$1000 and was added during the 2010-2011 school year.

Slow Pitch Softball Assistant HS  $9^{\rm th}-12^{\rm th}$  was added. Pay is \$1000 Soccer was changed to Head HS Boys \$3000 and HS Girls \$3000, Assistant HS Boys \$1000, Assistant HS Girls \$1000.

Fast Pitch Softball increase Head HS to \$4000.

Slow Pitch Softball remains the same at \$2000.

#### 2012-2013

COMPENSATION - The teachers in the Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2012-2013 school year.

EXTRA DUTY PAY - Article II:

High School STUCO sponsor - \$1500

Speech/Drama/Debate - \$1500

High School head coaches (FB, basketball, track, wrestling) - add \$750 to current compensation.

High School asst. coaches (FB, baseball, track, wrestling) - Add \$500 to current compensation.

Athletic Director - \$1000 increase.

Lead core teacher - \$250 (Designated by building site. ECC and Elementary paid \$250 for each grade level; Middle School and High School paid \$250 for each core subject area.)

- Pg 4-1 4.2.1 ADD: "Every effort shall be made to complete an agreement by July  $1^{\rm st}$  of each school year." 2012-2013
- Pg 14-3 1.8 "Any evaluator material will be kept on record for the duration of the teacher's employment."
- Pg 16 ADD: "At the beginning of the school year, the principal, after first considering the responsibility and safety of the students, then will receive..."
- Pg 18 REMOVE: "Lounge" 9throughout this entire document. We do not lounge, we work!
- Pg 20 CHANGE DATE from February to December4.
- Pg 23-1 CHANGE teacher work schedule to "25 minutes before first bell and 15 minutes after buses have excited site/campus. Bell times are as follows: ECC 8:00 a.m. and 3:00 p.m. MS & HS 8:00 a.m. and 3:10 pm"
- Pg 23-3 MOVE: 10.8 up to include with 10.18.2014
- Pg 25-2 REMOVE: 12.4. This is an administrative/financial decision, we cannot commit dollars until budget is complete.
- Pg 26-1  $\,$  13.2 DELETE second sentence and replace with the following:
- Pg 27-1 CHANGE WORDING: Delete "a voluntary transfer first" and replace with "the students/school's best interest in mind."
- Pg 29 Article XVI. DELETE this article in its entirety. It is covered under 4.6
- Pg 30 CHANGE WORDING from "given" to "earned by student".
- Pg 31 CHANGE WORDING from "Friday" to "another work day". ADD "Teachers will make every effort to attend parent/teacher conferences." to end of paragraph.
- Pg 34 Article XXI, 21.1. Leave the first sentence as-is. Add a second sentence that reads as follows: "In the event the administration wishes to establish specific dress code requirements, such requirements shall be developed through collaboration with MEA representatives."
- Pg 35 CHANGE WORDING so that the first sentence reads: "The teachers' contract year shall consist of up to 180 days including instructional days and professional activity." LEAVE second sentence as-is. DELETE last two sentences of paragraph.
- Pg 38-2 1.5. CHANGE to read as follows: "Dates and times of evaluation shall conform to the state-mandated TLE system."
- Pg 39-42 CHANGE TAS (Teacher Appraisal System) to TLE (Teacher and Leader Effectiveness).
- PG 40 REMOVE 3.1 and 3.2. ADD: "All evaluations shall meet the new TLE requirements set by the SDE."
- Pg 41-1 4.3. CHANGE to read as follows: "Any complaint made against a teacher by a parent, student or other person which does or may affect the employment status of the teacher shall be promptly called to the attention of the teacher. The teacher shall be afforded the opportunity to rebut or answer said complaint." Pg 42-1 5.1.1 and 5.1.2. DELETE both of these sections. TLE now sets those specific guidelines.

- Pg 42-5 CHANGE WORDING from "suggestions and recommendations" to directives and admonishments."
- Pg 44-1 ADD to the beginning of this section: "The primary basis used in determining the retention or reassignment of affected teachers when the district implements a RIF plan shall be the ratings of the teachers as measured pursuant to the TLE." This is a change in state law which will take effect July 1, 2012. 70 O.S. Section 6-101.31.
- PG 46-3 REMOVE 1.1.6 Online grading system.

- 1.1.7. CHANGE paragraph to read as follows: "The District shall pay a teacher \$18 per hour when the teacher is required to attend workshops outside the contracted work year. In the event state, federal or private funds are allocated to the District for teachers attending a specific program (such as Gear-Up), those additional funds shall be given to the teacher."
- Pg 47 REMOVE last sentence of 2.1

REMOVE 2.2 extra duty pay for enrollment - part of assignment.

- Pg 53 CHANGE WORDING from "all" to "some" in the first sentence. ADD "This does not include certain fund-raising events established by the Madill Board of Education." to the end of the section.
- Pg 55-1 2.1 CHANGE paragraph to read as follows: "Each teacher shall be granted up to three (3) days of paid personal business leave each year upon notice to the immediate supervisor."
- Pg 55-2 2.4. ADD the following sentence at the end of the paragraph: "The building principal, at his/her discretion, may waive these conditions."
- Pg 56 REMOVE 3.4 College Enrollment.
- Pg 61 8.1. ADD the following sentence at the end of the paragraph: "One (1) day of the three may be used to attend the funeral(s) of person(s) not in the teacher's immediate family."
  - 8.2. ADD the word "Additional" to the beginning of the sentence.
- Pg 62 CHANGE WORDING of 9.2 to read as follows: "Substitutes will be contacted either by the principal or designee. REMOVE 9.3.
- Pg 65 CHANGE WORDING written record will be kept.
- Pg 71-1 REMOVE 4.4. This is covered under the open records act.
- Pg 72 REMOVE 4.5. open records act and request is made according to school board policy.

Appendix REMOVE Special Ed Director and Test Coordinator for District. These are administrative positions and not part of MEA negotiations.

REMOVE all TAS forms (to be replaced by TLE forms).

#### STIPEND

To receive stipend listed below, each teacher must complete one (1) or more items from each category:

#### <u>Individual</u>

Professional development in excess of state requirements
National board certification acquired in the current year
Attendance at non-mandatory extra seminars related to teaching
assignment

Obtaining a master's or doctorate degree

Obtaining student achievement benchmarks on the TLE

#### Site

Faculty meetings outside normal work day Participation in a site-level committee Volunteering for site-based fundraisers Curriculum alignment committee

#### **District**

Professional development committee\*
Negotiations team\*
Calendar development committee
School improvement committee
School safety committee

Volunteering for a district-based activity or event not on a contracted work day (e.g., track meets, art show, helping with hospitality rooms, etc.)

\*Completion of any of these activities will earn the stipend without completion of additional items.

#### Terms and Conditions:

- 4. Each teacher is responsible for keeping track of his/her completed items.
- Listing of completed items (in narrative form, with specific dates/details)
  must be turned in to site principal on or before April 1 of the current
  year.
- 6. Consequences for non-completion: If stipend is paid and a teacher does not fulfill criteria prior to April 1<sup>st</sup>, absent extenuation circumstances, the stipend previously paid will be deducted from the May, June, July, and August paychecks, and the teacher will automatically be excluded from a stipend opportunity for the ensuing school year.

<u>Experience</u>	Stipend	
0-9 years	\$1,550	
10-19 years	\$2,300	(Stipend to be paid in October)
20-29 years	\$2,900	
30+ years	\$3,400	

#### 2013-2014

COMPENSATION - The teachers in the Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2012-2013 school year.

ARTICLE II EXTRA DUTY PAY raise yearbook from \$1000 to \$2000. Create position for Archery to be paid \$750 split between all sponsors Raise Lead Core Teacher from \$250 to \$500.

STIPEND - For the 2013-2014 school years - October Stipend Increase added for 28-29 for no step raise.

<u>Experience</u>	<u>Stipend</u>
0-9 years	\$1,550

10-19 years	\$2,300
20-27 years	\$2,900
28-29 years	\$3,200
30+ years	\$3,400

The terms and conditions of this stipend will be effective only for certified personnel currently employed by Madill Public Schools. The 2012-2013 current employees will continue to receive the stipend as is, throughout their employment with Madill Public Schools. Any and all new hires, beginning with the 2013-2014 school year, will not qualify to receive the stipend.

# ARTICLE XX DRESS CODE

20.1 Employee Dress Code - DRESS CODE POLICY FOR ALL SCHOOL EMPLOYEES (Administrators, teachers, paraprofessionals, substitute teacher, and clerical personnel)

Madill teachers and administrators have traditionally upheld high standards of professionalism, including that of appropriate professional attire. In accordance with that tradition, the Madill Public School System embraces the following standards as they relate to teacher and administrator dress.

The standards of dress and provisions of this policy are applicable to teachers, administrators, substitute teachers, paraprofessionals, and any others who have responsibilities for the instruction of children, as well as to clerical personnel. These standards also apply to employees at the Central Office, Media Center, Special Education Office, Alternative School, and any other off-campus facilities.

- -All employees should dress appropriately and in good taste with a manner consistent with their particular responsibility.
- -Spirit Days will be designated by the principal.
- -Jeans must not be torn, frayed, or have any holes.
- -The following attire is prohibited in academic classrooms and offices. This list is not intended to be all-inclusive.

Blue jeans, except on Spirit Days, and outside duty days when weather makes it necessary

T-shirts, wind suits, and sweat shirts except on Spirit Days

Form-fitting or revealing clothing, including leggings worn as slacks, and low-cut blouses

Dresses/skirts and dress shorts must be a reasonable length, near the knee Fleece jogging suits

Tank shirts

Flip flops (defined as flat, with toe strap making a "Y", shower shoes/lake shoes

Caps (only on field trips, track meets, or field days)

-During special activities such as field trips, and other similar

events, teachers and administrators may be exempted from the prohibitions, but are requested to adhere to standards of good taste.

-Certain areas of instruction such as physical education are exempted from prohibition of shorts, jogging suits, and sweat suits while teaching physical education. However, coaches or others should wear outer pant or wind suits when going into instructional settings.

-Employees performing duty at ball games and/or other extracurricular activities shall dress in a manner befitting their profession or befitting the occasion (which may require work-type clothes, as approved by the site principal).

The direct supervisor is responsible for enforcing dress code.

The administrator at each site will be the final judge whether a staff member's clothing is appropriate for school.

# 2014-2015 COMPENSATION

The teachers in Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2013-14 school year.

# Article I Salary Schedule

1.1.7 The rate for afterschool tutoring, and summer school programs, will range from \$18-\$22 per hour. In the event that compensation, for the above stated programs, is funded by a grant, the hourly salary will be contingent upon the availability of funds, as well as being approved by the superintendent of schools.

(For the 2014-15 school year employees of the working within the 21<sup>st</sup> Century Grant, after school tutoring or summer school, will be compensated at a rate of \$22/hour. The following year's salary will be determined by the availability of grant funds.)

#### 2015-2016

#### COMPENSATION

The teachers in Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2013-14 school year.

#### ARTICLE X

#### REGULAR TEACHER WORK DAY

10.1 Providing that assigned duties do not require otherwise, the teacher work day will be according to the following schedule:
20 minutes before first bell and 15 minutes after buses have exited site/campus.
Teachers will not leave classrooms until after the buses leave, unless preauthorized by administration.

#### EXTRA DUTY PAY - Article II:

High School Band Director - \$7250 Archery - \$1000 (Split between all sponsors) Junior High National Honor Society - \$250 Wrestling Head Coach - \$2625-\$5250

#### COMPENSATION

The teachers in Madill School District will receive the state approved increase plus any steps for years of experience, in addition to the total compensation received in the 2015-16 school year.

#### ARTICLE X

#### REGULAR TEACHER WORK DAY

10.1 Providing that assigned duties do not require otherwise, the teacher work day will be according to the following schedule:

15 minutes before first bell and 15 minutes after buses have exited site/campus. Teachers will not leave classrooms until after the buses leave, unless preauthorized by administration.

All leave will be charged in ½ day increments.

Breavement, Emergency, and Personal Business leave will be sub-deduct at the cost of \$65 per day.

Compensation for unused sick leave is eliminated.

Classroom supply budget is eliminated.

Unused personal business leave rolling into sick leave is eliminated. This is illegal.

Teachers may continue to leave during their preparation time after siging a hold harmless agreement.

# Teacher Stipend Verification Form

(Applicable to certified staff employed before Jan. 1, 2013)

Must be turned in to building principal on or before April 1 of current year.

Name:	
Completion of any three categories will meet the requirem	cents to receive the yearly
stipend.	lents to receive the yearry
National board completed in the current year	
(attach a copy of national board ce	rtificate)
Obtain a master's or doctorate degree	
Obtain a student achievement benchmark on the TLE	<u> </u>
*Tutoring student(s) on a volunteer basis before	e or after school two or
more hours per month	
Date(s):	
Student(s)name:	
Curriculum Alignment Committee	
Volunteering for a site-based fundraiser	
Give a brief description of the fundraiser:	
Faculty meetings outside the normal workday	
Date(s):	
(Attach a copy of the agenda or certificate of atte	endance)
*Professional Development Committee	
* Negotiations Committee	
Calendar Committee	
School Improvement Committee	
School Safety Committee	
Participation in other site-level committee  Name of committee:	
Professional Development outside of what is prov (Attach certificate of attendance)	vided by school district
Volunteering for a district-based activity after	hours or not on a
contracted workday**Volunteering time for 3 district	t-based activities will meet
the necessary requirements.	
(e.g., basketball games, track meets, art shows, et	cc.)
Give a brief description of the activity:	
*Completion of any of these activities will earn stipend items. $ \\$	without completion of additional
I agree that all of the above information is accurat my knowledge.	te and true to the best of
Teacher's Signature:	Date:
Principal's Signature:	Date: