

2016 - 2017

CONTRACT

Between

ACT

And

**BOARD OF EDUCATION
Of
NORTHEAST TECHNOLOGY CENTER**

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ARTICLE I
PROCEDURAL AGREEMENT

I. Purpose

The Board of Education of Northeast Technology Center School District (NTC) and Northeast Technology Center School Association of Classroom Teachers (ACT) recognize the need for an orderly process of communications for administering employer/employee relations which conform with tit. 70, O.S. Sections 509.1 – 509.10.

II. Statement of Recognition

This Agreement is made and entered into by and between ACT (hereinafter the “Association”) and the Board of Education of NTC (hereinafter the “Board”). The Board hereby recognizes the Association as the exclusive representative for all licensed or certificated employees of the Board, except all administrative employees. The Board agrees not to negotiate with any individual teacher or recognize any other teachers’ organization for the duration of this Agreement.

III. Definitions

- A. “Board” shall mean Board of Education of NTC.
- B. “Superintendent” shall mean the Superintendent of NTC.
- C. “Teacher or Instructor” refers to all licensed or certificated employees represented by the Association in the negotiating unit as defined in Article I and therefore covered by the terms and provisions of this Agreement.
- D. “Consultant” shall mean any person being utilized by either party for consultative purposes.
- E. “Association” shall mean the designated bargaining agent for professional educators.

F. "Caucuses" shall mean either side may call a brief intermission at any time for a reasonable length of time.

G. "Recesses" shall mean either chairperson may request a temporary intermission by mutual agreement if no progress has taken place.

H. "Adjournment" shall be a set time by mutual consent with extensions available by mutual agreement.

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

J. Each party agrees to provide the other all information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations of negotiable items.

K. "Protocol" shall mean no threats, slander, explicit or implicit, against any negotiator, professional educators, or members of the Board.

L. "Tentative agreement" shall mean that when agreement is reached, each side's spokesperson initials the document and receives copies. Tentative agreement shall be subject to ratification by the parties.

M. "Days" shall mean regularly scheduled schooldays during current school term. During summer break, "days" shall mean calendar days.

N. "Negotiations" shall mean that time from presentation of total package through ratification of a negotiations contract.

IV. Scope of Bargaining

The Board and the Association agrees to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals.

V. Negotiation Procedures

The Board and the Association agrees to participate in good faith negotiations with the duly designated representatives for both parties. The Board and the Association agree that it is their responsibility to negotiate in good faith with respect to negotiable items. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, to consider proposals and counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification. The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees, provided that the Board shall not select a teacher, herein defined, as its representative.

Negotiation meetings shall be held as necessary at times and places agreed to by both parties, provided that meeting shall be held within ten days from receipt of a written request. Disposal of proposals: At any time the party advancing proposals shall have the right to reach agreement (T.A.), withdraw proposal, or declare impasse. During negotiations agreed upon proposals shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached. When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

The Association will have access to information affecting professional services. No special reports will be prepared beyond those required by the Board or the State Department of Education. Either team may, if it so desires, utilize the services of outside consultants and call upon professional and lay representatives to assist in the negotiations preparation. Bargaining sessions will be opened and closed only by mutual consent of both parties.

Either party may, if it so desires, request caucuses of reasonable length during each negotiation session. Both parties agree to keep elapsed time of the caucus to a minimum. If the parties are unable to reach mutual agreement, either party may declare that the state of impasse exists. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member fact-finding committee. This committee shall consist of: One member who shall be selected by the representatives of the association within five (5) days after the reaching of impasse; One member who shall be selected by the local Board of Education within five (5) days after the reaching of impasse; and One member who shall serve as chairperson of the committee and shall be selected as follows: The State Board of Education shall appoint as fact-finders not less than twenty nor more than thirty persons to be placed on the State Superintendent's list of fact-finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact-finder. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact-finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.

Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact-finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact-finder from the five names within fifteen (15) days after receiving the list of fact-finder.

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

Within five (5) days after the selection of the chairperson, the representatives who have been negotiating for the Board and for the association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairperson and other members of the committee. The chairperson shall convene the committee for fact-finding. This committee shall meet with the representatives of both parties.

Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to the local Board and to the association. 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 for the association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representative shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort. The local Board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction.

If 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 negotiating impasse process within thirty (30) days of the effective date of implementation. The procedure provided for herein for resolving impasses shall be the exclusive recourse of the association. It shall be illegal for the association to strike or threaten to strike as a means of resolving differences with the Board of education. Any member of an association engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the association or its members engage in a strike, then the association shall cease to be recognized as representatives of the unit and the school district shall be relieved of the duty to negotiate with such association or its representatives.

ARTICLE II
GRIEVANCE PROCEDURE

I. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.

II. Grievance Defined

A grievance is a claim by an Association member or the Association that there is a violation, misinterpretation, or misapplication of established Board policy, or Administrative procedure, or practices; implementation or matters negotiated between the Board and the Association; or provisions involving members of the bargaining unit, individual contract, or employment conditions.

III. Time Limits

Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum number of work days allowed and every effort should be made to expedite the process. The time limits specified, however, may be altered by mutual agreement of the parties.

IV. Procedure

A. LEVEL ONE

1. As soon as the employee becomes aware of an event which leads to a grievance, the employee or one designated member of group having a grievance, shall request that a meeting be held with the particular Administrator involved. The purpose of this meeting shall be an attempt to resolve the matter informally. Persons proper to be present at this include the particular Administrator involved, the aggrieved teacher and/or teachers, and their representatives.

2. If the grievance is not resolved by the particular Administrator involved, it shall be reduced to writing, signed by the grievant, and submitted to the Administrator and a copy to the Superintendent within five (5) school days of the informal conference. The Administrator shall give to the grievant his decision within five (5) school days after the grievance has been submitted to him, in written form, with his conclusion and reasons for such conclusions clearly written thereon.

B. LEVEL TWO (Superintendent)

1. In the event the Administrator's written decision, as set forth in Level One, shall be unsatisfactory, the grievant shall appeal the grievance to the Superintendent, in writing, within five (5) school days after the Administrator's decision has been given in Level One. The Superintendent shall schedule a meeting within five (5) school days with the aggrieved teacher, his representative, and the Administrator involved, to discuss the appealed grievance. The Superintendent shall submit to the grievant his decision, in writing, on the grievance from within five (5) school days after the meeting. The written decision of the Superintendent must contain reasons for the conclusion.

C. LEVEL THREE (Board of Education)

1. If the decision of the Superintendent shall be unsatisfactory, the grievant shall have the right to appeal to the Board of Education for a hearing of the case. Request for such a hearing before the Board must be made to the President of the Board, in writing, within five (5) school days after the decision has been submitted by the Superintendent to the grievant in Level Two of the Grievance Procedure. The President of the Board shall arrange a meeting of the Board of Education to hear the appealed grievance at the earliest possible date; however, the hearing with the Board of Education shall be scheduled to be held at the next regular Board meeting from the date the President receives the request for appeal hearing from the grievant.

2. The Board of Education shall submit its decision, in writing, to the grievant(s) with a copy to the President of the Association within five (5) school days following the closing of the appealed hearing, affix their signatures thereto.

3. The decision of the Board of Education shall be final.

V. Employee Rights

A. All parties to a grievance are assured of freedom from restraint, coercion, discrimination, or reprisal.

B. A grievant may be represented at all levels of the grievance procedure by himself/herself, or at his/her option by a designee of the Association.

C. If the grievant is not represented by the Association, the Association shall have the right to be present unless the grievant objects.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate confidential grievance file maintained by the Association and Board and shall not be kept in the personnel file of any of the participants.

E. Failure at any level of this procedure for a grievant to be given a reply within specified time limits shall mean the relief sought shall be implemented.

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

G. The grievant shall have the right to bring any witness to grievance hearings who can provide testimony relevant to the grievance.

H. When grievance proceedings are held during the regular work day, there will be no loss of pay for those teachers whose attendance may be required by the Board or Association.

I. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. During the summer months, time limits set forth shall be in terms of calendar days excluding Saturdays, Sundays, and national recognized holidays.

J. The Association recorder may also be present at any level of this procedure, if requested by the grievant.

K. A grievance may be withdrawn by the grievant at any level without prejudice or record.

Miscellaneous

- A. The Board will provide the Association with a copy of all grievances and written decisions at each level unless the grievant objects.
- B. All written decisions shall set forth reasons supporting such decisions.
- C. Grievances shall be submitted on the form attached.

Northeast Technology Center
Instructor Grievance Form

GRIEVANCE LEVEL: ___ I ___ II ___ III

TO: _____

FROM: _____

DATE OF MAILING OR PRESENTATION: _____

ANTICIPATED RESPONSE DUE DATE: _____

DATE OF OCCURRENCE: _____

STATEMENT OF GRIEVANCE OR ATTACH DOCUMENT:

RELIEF REQUESTED OR ATTACH DOCUMENT:

PLEASE RETURN COMPLETE GRIEVANCE AND RESPONSE TO EITHER OR BOTH:

___ GRIEVANT ___ CHAIR, NTC/ACT GRIEVANCE COMMITTEE

SIGNATURE OF GRIEVANT: _____

I hereby acknowledge receipt of this grievance on the date set out below.

SIGNATURE OF ADMINISTRATOR: _____

PRINT TITLE: _____

DATE: _____

ARTICLE III
NON-DISCRIMINATION

I. Purpose

The Board shall not discriminate against any teacher on the basis of race, color, creed, age, sex (gender), genetic information, religion, national origin, political affiliation, domicile, marital status, physical handicap (if the handicap does not prevent the individual from performing necessary duties required for the position), membership in an employee organization or participation in the activities of an employee organization.

Teacher application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE IV
SAVINGS CLAUSE

I. Purpose

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby.

ARTICLE V
DURATION

Any changes, modifications or amendments during the term of this Agreement must be mutually agreed upon by the Association and Board. All terms, conditions, and articles of this Agreement shall remain in full force and effect during the term of this contract.

STAFF EVALUATION

In the Northeast Technology Center School District, evaluation is defined as mutual endeavor to improve the quality of the educational programs. All staff members are expected to perform well in relation to their job descriptions, statements of objectives, and approved performance criteria. Evaluation is a system for documenting the criteria and the evidence of performance by staff members.

The provisions of this Agreement and the Teacher Due Process Act of 1990 shall govern and be fully complied with prior to any recommendation for a teacher's dismissal or nonreemployment being made to the Board of Education. The performance of all licensed and certificated staff members will be evaluated using the criteria listed on the evaluation, and as required by law. Each evaluation shall be based upon the evaluator's actual observation of the person being evaluated while performing his/her job function. Teachers will be evaluated by the Director or another administrator as provided by law. Probationary teachers will be evaluated at least two (2) times per year: once prior to November 15 and once prior to April 10. Career teachers shall be evaluated prior to April 10 except as otherwise provided by law. Teachers' rights under state law shall be adhered to at all times.

ASSOCIATION RIGHTS

The Association shall not be denied the following:

1. The use of the school buildings for meetings, when such space is not in use.
2. The use of employee message center, and school bulletin boards.
3. The use of school equipment, i.e. typewriters, duplication machines, on other than school time.

ASSOCIATION REPRESENTATIVES
AT
BOARD MEETINGS

The Association may select their president or representative to attend Board meetings. In the event the Board meets during school hours, the Board will make a substitute available for one-half (1/2) days at no cost to the representative.

TEACHER'S WORKDAY

The Teacher's Workday shall be from 8:00 a.m. until 4:00 p.m. with the understanding that teachers will be in their shop/classroom ten (10) minutes prior to class commencing. During inclement weather teachers may be requested to go to their shop/classroom for the safety and comfort of their students earlier than the ten (10) but no more than fifteen (15) minutes, before their class starts. Called faculty meetings or conferences will be an exception to this agreement.

Provided, NTC administration shall have authority and discretion to set the teaching schedule for those instructors assigned to programs housed at partner school campuses. This discretion shall extend to matching up break times, lunch times and length of day. In no event shall this discretion be used to lengthen the work day provided herein at any NTC Campus.

NOTICE OF MEETINGS

Teachers shall be given twenty-four (24) hours prior notice of faculty meetings, or Administrative meeting, except in cases of extreme emergency as determined by the Director.

LUNCH PERIOD

Each Teacher will be provided a fifty (50) minute uninterrupted duty free lunch period with the understanding that Teachers will be in their shop/classroom ten (10) minutes before class. During inclement weather, teachers may be requested to go to their shop/classroom for the safety and comfort of the students earlier than ten (10) minutes before, but no more than fifteen (15) minutes, before their class starts. Called faculty meeting or conferences will be an exception to this agreement.

Provided, NTC administration shall have authority and discretion to set the teaching schedule for those instructors assigned to programs housed at partner school campuses. This discretion shall extend to matching up break times, lunch times and length of day. In no event shall this discretion be used to lengthen the work day provided herein at any NTC Campus.

DUTY FREE BREAK

The Board will provide each Teacher a duty free uninterrupted fifteen (15) minute break in the morning (a.m.) and a fifteen (15) minute break in the afternoon (p.m.) with the option for the Administration to assign duties if the conditions warrant.

Provided, NTC Administration shall have authority and discretion to set the teaching schedule for those instructors assigned to programs housed at partner school campuses. This discretion shall extend to matching up break times, lunch times and length of day. In no event shall this discretion be used to lengthen the work day provided herein at any NTC Campus.

TIME CARDS

1. Teachers will not be required to punch time cards.

SUBSTITUTE TEACHERS

The Board will provide substitute teacher, if available, in the absence of the regular teacher. The substitute teacher or other regular teacher used, will be determined by the director.

TEACHER TRANSFER

Teachers hired for one campus will not be transferred to the other campus without consent of the teacher and the Campus Director with final approval of the Board of Education. If a vacancy exists on either campus a licensed or certified teacher employed by the district will have five (5) days to submit a written request to the superintendent requesting transfer for this position. If there is an agreement between teacher, Campus Director, and the superintendent, a recommendation will be made to the Board of Education to approve this transfer, and no others will be interviewed for this position.

CLASS SIZE ASSISTANCE

Classes with an enrollment exceeding State Career Tech maximum as prescribed for individual programs shall be provided a teacher's aide if a suitable one can be found.

NIGHT INSTRUCTORS PAY PERIODS

Night Instructors shall be paid within 2 weeks after completion of contract period. For classes more than 8 weeks, night instructors shall have the option of 1 or 2 pay periods. If 2 pay periods are selected, the instructor shall be paid within 2 weeks after completion of each contract period.

TELEPHONES

A telephone will be placed in the office of all departments for the use of the Instructors to be used for school or related business only.

STORAGE AREAS

Each Instructor shall be provided with storage rooms or cabinets in his/her office area with keys to secure valuable items.

EQUIPMENT LOSS

Each Department's equipment will be sight inventoried at the close of each school year by the Administration and Instructor. A list of all lost and broken items and costs will be submitted to the Superintendent. Losses of equipment in the amounts of less than two hundred and fifty (\$250) original cost in a school year will not be reflected on Teacher evaluation. Losses outside the control of the Instructor, as determined by the Administration, will not be reflected on evaluation.

PROJECT ADVANCEMENT AND INSTRUCTIONAL CONTROL

Instructors may extend instruction from their direct trade areas to related areas when the Instructor determines it is in the best interest of advancing a project or student as agreed upon by the Instructor and the Director. The Instructor shall maintain control over projects in his/her shop area. Coordination between daytime and night-time instructors will be the responsibility of the adult education director in order to allow for best utilization of space, equipment, and supplies.

MAINTENANCE WORK

- A. The nature and scope of maintenance work needed by the Technology Center School lends itself to be an important facet of the various departments' training program.
- B. The assignment of certain work to be performed by the various shops will be made on the basis of need that is compatible with the training concept.

USE OF SCHOOL SHOPS/LABS

The School District recognizes the need to encourage its employees to develop the highest possible level of skills. Therefore, School District employees may use their school shop/labs during other than regular school hours after having obtained the prior written approval of the Assistant Superintendent. In the event the Assistant Superintendent is not available, the employee can contact the Superintendent or Deputy Superintendent and written approval can be faxed to the employee. This privilege shall be limited to preparing school projects and tasks designed to improve personal skills that will enable the teacher to perform at a higher professional level in the classroom.

While the use of the school shops may entail work on personal projects that otherwise satisfy this provision, no revenue generating projects of any kind will be approved.

In no event shall this section be interpreted in any manner inconsistent with Oklahoma Department of Career and Technology Education rules and regulations or state law.

MILEAGE EXPENSES

Any employee incurring expenses while on school business shall be reimbursed for such expenses. Expenses over fifteen dollars (\$15) may be submitted prior to the 1st, 10th, or the 20th of the month and will be paid within ten (10) days; all others will be submitted and paid on the regular pay period. With prior approval, the use of a personal automobile shall be reimbursed at the current State Rate for mileage.

INDUSTRIAL VISITS MILEAGE

School vehicles will be used, when possible, if the teacher desires to make industrial visits. When school vehicles are not available, mileage at the current State Rate will be paid for teacher industrial visits when these visits are made to communities or towns other than where the teacher resides, or through which he travels to his residence. Industrial visits will be scheduled at least 24 hours in advance and be approved by the Director.

INDUSTRIAL VISITS

Industrial visits will be made at the discretion of the teacher with prior approval of the Campus Director. Two days per semester will be allowed for industrial visits.

BUS DRIVER'S SALARY

If instructors are required to drive a bus on other than regular school hours, they shall be paid at the rate of two (2) times minimum wage for actual driving time.

SICK LEAVE

Certified Teachers shall accumulate up to one hundred twenty-five (125) days sick leave. Upon termination of the certified teacher, he/she will be paid at his/her daily salary rate for those days in excess of sixty (60) days accumulated while employed by NTC with a maximum of twenty (20) days. If the licensed or certified teacher is dismissed or nonreemployed subject to the provisions of Section 6-102.1 through 6-102.3 and 6-103.1 through 6-103.12 of Title 70 of the Oklahoma Statutes, there will be no monetary compensation on the accumulated sick leave. The elimination of a program through no fault of the teacher (low enrollment, no demand for trade, etc.) payment of sick leave as prescribed will apply. A record on all accumulated sick days over one hundred twenty-five (125) will be maintained at the District for the purpose of teacher retirement or other reasons. (Retroactive to employment at NTC.)

Employees who have exhausted personal business emergency leave may be authorized by the Superintendent to take sick leave days for bereavement leave, subject to the provisions of T-29.

HEALTH LEAVE

In those instances where a teacher's health warrants it, a health leave without pay shall be granted for the remainder of the unfinished year after all other leave is exhausted. This benefit shall not be used in two consecutive calendar years.

ACCUMULATED SICK LEAVE

The Board will provide each teacher with a semi-annual report on accumulated sick leave by the end of September of each school year.

The second report, by the end of May, which will include a report of unused emergency days and accumulated sick days.

PERSONAL BUSINESS/EMERGENCY LEAVE

1. Three (3) days of personal business leave with pay will be provided annually for each teacher. Personal business leave may be used for, but not limited to, attending to personal business, legal business and/or family matters which cannot be taken care of during non-duty hours. Personal leave must be requested 24 hours in advance in order to allow the Campus Director time to secure a substitute teacher. Personal business leave shall not be cumulative from one year to the next. Teachers that accumulate five (5) consecutive years of service with the District after August 2016 will receive one (1) additional day of personal business leave.
2. Two (2) days of emergency leave will be granted with full pay for emergencies that arise as a result of unforeseen, uncontrollable circumstances, not including inclement weather. A written request for emergency leave stating the purpose shall be submitted in advance to the Campus Director if reasonably possible. In cases of extreme emergency, the Campus Director shall be notified of the emergency leave request as soon as possible. Emergency leave shall not be cumulative from one school year to the next.
3. As an incentive to encourage attendance, each instructor will receive an attendance incentive in the amount of \$100.00 times the number of unused personal business and unused emergency leave days remaining at the end of the fiscal year. An unused balance of less than four (4) hours will not receive attendance incentive pay.
4. Teachers hired during the school year will be credited with personal business/emergency leave days on a pro rata basis.
5. Personal business and emergency leave days may be used for bereavement leave upon death of mother, father, sibling, spouse or child.

HEALTH AND FRINGE BENEFIT ALLOWANCE

A. NTC shall provide each employee a Twelve Thousand Dollar (\$12,500) annual health and fringe benefit allowance (the "Allowance") to be used as follows:

(1) As a part of the Allowance, NTC shall pay from its funds and funds provided by the State 100% of the health, dental and vision premiums to the Oklahoma State and Education Employees Group Health Choice High Option Plan (the "State Plan") for each covered employee.

(2) Employee Option: The use of the remainder of the Allowance, after the cost of the individual health insurance coverage provided in (1) above is deducted, shall be selected by the employee from the following options:

(a) to purchase with pre-tax dollars through the District's cafeteria plan additional health insurance such as family/dependent coverage or other nontaxable benefits available through the cafeteria plan;

(b) to defer a designated amount to an employee-owned 403(b) annuity;

(c) to receive in lieu of nontaxable benefit additional taxable income; or

(d) a combination of (a), (b) and (c).

B. NTC shall maintain a 125 Plan for its employees.

C. Employees may elect not to receive coverage under the State Plan and receive in lieu of such coverage, \$69.71 per month as compensation.

Date: April 27, 2016

ACT Proposal: T-36

John
WZ
4-27-16

STEP	ND	ND+25	BS	BS+15	MS	MS+15	MS+30	DOCTOR
0	\$45,972	\$46,384	\$46,797	\$47,209	\$48,007	\$48,491	\$48,975	\$49,525
1	\$46,497	\$46,919	\$47,347	\$47,769	\$48,572	\$49,061	\$49,550	\$50,100
2	\$47,022	\$47,454	\$47,897	\$48,329	\$49,137	\$49,631	\$50,125	\$50,675
3	\$47,547	\$47,989	\$48,447	\$48,889	\$49,702	\$50,201	\$50,700	\$51,250
4	\$48,072	\$48,524	\$48,997	\$49,449	\$50,267	\$50,771	\$51,275	\$51,825
5	\$48,597	\$49,059	\$49,547	\$50,009	\$50,832	\$51,341	\$51,850	\$52,400
6	\$49,122	\$49,594	\$50,097	\$50,569	\$51,397	\$51,911	\$52,425	\$52,975
7	\$49,647	\$50,129	\$50,647	\$51,129	\$51,962	\$52,481	\$53,000	\$53,550
8	\$50,172	\$50,664	\$51,197	\$51,689	\$52,527	\$53,051	\$53,575	\$54,125
9	\$50,697	\$51,199	\$51,747	\$52,249	\$53,092	\$53,621	\$54,150	\$54,700
10	\$51,222	\$51,734	\$52,297	\$52,809	\$53,657	\$54,191	\$54,725	\$55,275
11	\$51,747	\$52,269	\$52,847	\$53,369	\$54,222	\$54,761	\$55,300	\$55,850
12	\$52,272	\$52,804	\$53,397	\$53,929	\$54,787	\$55,331	\$55,875	\$56,425
13	\$52,797	\$53,339	\$53,947	\$54,489	\$55,352	\$55,901	\$56,450	\$57,000
14	\$53,322	\$53,874	\$54,497	\$55,049	\$55,917	\$56,471	\$57,025	\$57,575
15	\$53,847	\$54,409	\$55,047	\$55,609	\$56,482	\$57,041	\$57,600	\$58,150
16	\$54,372	\$54,944	\$55,597	\$56,169	\$57,047	\$57,611	\$58,175	\$58,725
17	\$54,897	\$55,479	\$56,147	\$56,729	\$57,612	\$58,181	\$58,750	\$59,300
18	\$55,422	\$56,014	\$56,697	\$57,289	\$58,177	\$58,751	\$59,325	\$59,875
19	\$55,947	\$56,549	\$57,247	\$57,849	\$58,742	\$59,321	\$59,900	\$60,450
20	\$56,472	\$57,084	\$57,797	\$58,409	\$59,307	\$59,891	\$60,475	\$61,025
21	\$56,997	\$57,619	\$58,347	\$58,969	\$59,872	\$60,461	\$61,050	\$61,600
22	\$57,522	\$58,154	\$58,897	\$59,529	\$60,437	\$61,031	\$61,625	\$62,175
23	\$58,047	\$58,689	\$59,447	\$60,089	\$61,002	\$61,601	\$62,200	\$62,750
24	\$58,572	\$59,224	\$59,997	\$60,649	\$61,567	\$62,171	\$62,775	\$63,325
25	\$59,097	\$59,759	\$60,547	\$61,209	\$62,132	\$62,741	\$63,350	\$63,900
26	\$59,622	\$60,294	\$61,097	\$61,769	\$62,697	\$63,311	\$63,925	\$64,475
27	\$60,147	\$60,829	\$61,647	\$62,329	\$63,262	\$63,881	\$64,500	\$65,050
28	\$60,672	\$61,364	\$62,197	\$62,889	\$63,827	\$64,451	\$65,075	\$65,625
29	\$61,197	\$61,899	\$62,747	\$63,449	\$64,392	\$65,021	\$65,650	\$66,200
30	\$61,722	\$62,434	\$63,297	\$64,009	\$64,957	\$65,591	\$66,225	\$66,775
31	\$62,247	\$62,969	\$63,847	\$64,569	\$65,522	\$66,161	\$66,800	\$67,350
32	\$62,772	\$63,504	\$64,397	\$65,129	\$66,087	\$66,731	\$67,375	\$67,925
33	\$63,297	\$64,039	\$64,947	\$65,689	\$66,652	\$67,301	\$67,950	\$68,500
34	\$63,822	\$64,574	\$65,497	\$66,249	\$67,217	\$67,871	\$68,525	\$69,075
35	\$64,347	\$65,109	\$66,047	\$66,809	\$67,782	\$68,441	\$69,100	\$69,650
36			\$66,597	\$67,369	\$68,347	\$69,011	\$69,675	\$70,225
37			\$67,147	\$67,929	\$68,912	\$69,581	\$70,250	\$70,800
38			\$67,697	\$68,489	\$69,477	\$70,151	\$70,825	\$71,375
39			\$68,247	\$69,049	\$70,042	\$70,721	\$71,400	\$71,950
40			\$68,797	\$69,609	\$70,607	\$71,291	\$71,975	\$72,525

PAY PERIOD

All employees shall be paid on or before the 25th day of each month; or the Friday preceding, if the 25th falls on a weekend.

If the 25th is during a holiday, the employee shall be paid on the last working day preceding the holiday.

The only exceptions will be the June and July pay, which will be paid together on or before the 31st day of May.

HEALTH AND SAFETY

The Board shall maintain health and safety conditions for all instructors in compliance with state and federal regulations. Periodic evaluations will be made as needed. In the event the instructor determines that a health or safety problem exists, then it shall be his/her duty to report this to the Campus Director, in writing.

TEACHER RIGHTS

Disciplinary action such as warnings, discharges, reprimands, admonishments and plans for improvement, or other actions of disciplinary nature shall be reduced to writing and shall include a detailed statement of facts and presented to the employee, who shall have the right to respond in writing. No teacher shall be disciplined, discharged, reduced in rank, terminated or nonreemployed without just cause or cause as provided for Oklahoma law (HB 1017, the "Teacher Due Process Act").

The teacher who is the subject of disciplinary action shall be advised, in writing, of the basis for the disciplinary action and shall be given an opportunity to include a written response with the disciplinary action.

A teacher shall be entitled to have a representative of his/her choosing during any disciplinary conference. When a request for such representation is made, the teacher shall be allowed a reasonable period of time to obtain a representative. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right of representation under this provision of the Agreement prior to the action being taken. Disciplinary action against a teacher shall be appropriate to the nature and seriousness of the teacher's behavior. The Board agrees to follow a policy of progressive discipline when appropriate: admonishment; suspension with pay; dismissal or nonreemployment. Any complaint made against a teacher by a parent, student or other member of the community will be brought to the attention of the teacher and will be investigated prior to any discipline action being taken.

The Board of Education may grant the opportunity for a career teacher to take a leave of absence, without pay, not to exceed two (2) semesters, for the purpose of pursuing further study or receiving medical attention. The Board may grant the leave after it has had an opportunity to evaluate the reasons for the request; provided that return from the leave of absence must occur at the end of a semester.

Signature Page

This Contract is entered into between the **NORTHEAST TECHNOLOGY CENTER SCHOOL ASSOCIATION OF CLASSROOM TEACHERS (ACT)** and the **NORTHEAST TECHNOLOGY CENTER SCHOOL DISTRICT (NTC)**:

EXECUTED this _____ day of _____, 2016.

ACT:

Northeast Technology Center School Association
of Classroom Teachers

By: _____

Signature

Print Name and Title

EXECUTED this _____ day of _____, 2016 (Board Approval Date).

NTC:

Northeast Technology Center School District

By: _____

John Long, President
Board of Education

ATTEST:

Rosalie Griffith
Clerk of the Board of Education