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ARTICLE 1 - DURATION OF AGREEMENT

This Agreement is entered into between Independent School District No. 1 of McClain County, Oklahoma, also known as the Newcastle Public Schools and hereinafter referred to as the "District", and the Newcastle Association of Classroom Teachers, hereinafter referred to as the "Association", and shall become effective at the time of ratification by both parties. This agreement supersedes all previous agreements between the District and the Association, with the exception of the Procedural Agreement between the parties which is attached hereto as Appendix A for information purposes only. This Agreement shall remain in full force and effect until June 30, 2017.¹ All provisions of this Agreement affecting compensation and benefits shall be retroactive to July 1, 1997, unless otherwise herein provided.

ARTICLE 2 - DEFINITIONS

Association (Organization) -- Newcastle Association of Classroom Teachers.

Association President -- Elected President of the Newcastle Association of Classroom Teachers.

Superintendent -- Chief Administrative Officer of the district.

Association Representative -- Any member of the Newcastle Association of Classroom Teachers as designated in writing by the President of the Association.

Teacher -- An employee of the District who is employed as a counselor, librarian, school nurse, speech pathologist, or classroom teacher, or in any other instructional capacity who is required by such position to be licensed or certified as a teacher or entry year teacher, and who does not hold supervisory authority with respect to other teachers in the District.

District -- Independent School District No. 1 of McClain County, Oklahoma, also known as the Newcastle Public Schools.

Board -- The District's Board of Education.

Agreement -- This contract duly ratified and signed by the Board and the Association.

School -- Work location at which the teachers perform their job functions.

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

Immediate Supervisor -- Principal to whom the teachers are directly responsible.

Licensed Teacher -- Teacher who has received his/her license from the State Department of Education, but has not received a teaching certificate.

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

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

Temporary Contract Teacher – Teacher who is within the first four consecutive semesters of employment with Newcastle Schools.²

Retired Rehired Temporary Contract Teacher – Teacher who has formally retired from OK TRS and is subsequently rehired on a temporary contract. Rehired retirees will be on a temporary contract permanently.³

1 2016-2017

2 2016-2017

3 2016-2017

ARTICLE 3 - SAVINGS CLAUSE

Should any part of the Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it 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. If mutually acceptable to the Board and the Association, negotiations may commence at any time for the purpose of arriving at a legally permissible replacement for the deleted part.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Use of school facilities

1. The Association shall have the right to use school facilities for meetings of its general membership, executive committee, regular and special committees, and/or other working groups designated by the Association President.
2. Such use of school facilities shall be at no cost to the Association, except that a reasonable fee for janitorial and custodial services may be charged for large group meetings which result in the need for such services.
3. Association use of school facilities shall not infringe on the regular educational process of the District.
4. Notice by the Association to the District for use of school facilities shall not be required, except for large group meetings when special equipment may be needed and/or a schedule conflict may occur. The Association and the Board, or its designee, shall mutually agree upon an appropriate length of notice for such cases.

B. Use of School Duplicating Machines and Audio-Visual Equipment.

1. The Association shall have the right to use school duplicating machines and audio-visual equipment on the school premises.
2. Such use shall be at no cost to the Association, except that an amount equal to the actual cost of the paper used may be charged by the District.
3. Association use of school duplicating machines and audio visual equipment shall not infringe on the regular educational process of the District.

C. Use of School Mail

1. The Association and its members shall have the right to freely communicate on Association-related matters by means of the school mail system.
2. The privacy of covered or sealed communications shall be respected.

D. Use of Bulletin Boards

1. The Association shall have the right to exclusive use of a designated bulletin board in each teacher workroom/lounge.
2. The Association shall be solely responsible for the information on these bulletin boards.

E. Association Leave

1. The Board shall provide the Association a pool of ten (10) days leave, which may be used in part or in whole for attendance by designated Association members at educational conferences, workshops, or other organizational meetings or activities.
2. Such leave shall be at no cost to the Association, nor result in loss of pay or other benefits to any of the teachers taking such leave.

3. Individuals taking Association Leave shall be designated by the Association President and no more than three (3) teachers shall take Association Leave on any one school day.
4. The Association President shall give the superintendent three (3) school days notice of the date(s) and individual(s) taking Association Leave.

F. Availability of Public Information

1. Upon written request from either the Association President or the spokesperson for the Association negotiations team, the Board shall make available to the Association any compiled public information which the Association deems necessary for administering this Agreement and/or negotiating a successor agreement.
2. A complete copy of the public information contained in the official Agenda and school board packet (blue book) for each School Board meeting shall be made available to the NACT president when Board members are provided with such copies.
3. Board Minutes shall be posted on the District website.⁴

ARTICLE 5 - ACADEMIC FREEDOM

- A. The Board and the Association mutually agree that academic freedom is the right and responsibility of educators and students to study, investigate, present, interpret and discuss all facts and ideas relevant to the subject matter of the classroom and appropriate to the maturity and intellectual and emotional capacities of the student. Such academic freedom exists because it is necessary to the effective exercise of the basic responsibility of the school -- to guide students toward the knowledge and understanding befitting free, reasoning, and responsible human beings.
- B. All curriculum materials in the Newcastle Public School System will be objective in content and impartial in interpretations, and will not encourage or condone civil disorder, social strife or disregard for the law; not degrade and where appropriate teach high moral standards including: honesty, respect for parents, teachers, and those properly in authority, the importance of the work ethic in achieving personal goals, the existence of absolute values of right and wrong; emphasize the importance of the family as the core of American society and not degrade traditional roles of men and women, boys and girls; include the principles of the free enterprise system and the effectiveness of the system; be designed to foster the intellectual development of the child by providing instruction in reading, writing and arithmetic, and by cultivating the mind to seek the knowledge produced through centuries of academic endeavor, including an awareness of the religious and classical culture of the western world and its significance to the preservation of the liberties of the American people; present balanced and factual treatments to controversial, political and social movements without biased editorial judgments; not promote illegal lifestyles or sexual behavior, sadistic or degrading behavior; not include blatantly offensive language or illustrations; not include violence for reasons of excitement, sensationalism, or as an excuse for relevance; treat the subject of historical origins of humankind in an objective and unbiased manner and; not invade the privacy of the pupils or pupil's parents. Violence, if it appears in textbook content, shall be treated in context of cause and consequence.
- C. If a school patron has a complaint with any curriculum materials being used in the Newcastle Public School System, the patron must fill out a Request for Reconsideration of Curriculum Materials form before presenting the complaint to the School Board for investigation. (Appendix B)

ARTICLE 6 - NON-DISCRIMINATION STATEMENT

Because the Board and the Association believe in equality of rights and opportunity for all, both pledge that there shall be no discrimination against any individual(s) covered by this Agreement on the basis of race, color, creed, national origin, age, sex, or marital status.

ARTICLE 7 - TEACHERS AS MEMBERS OF COMMUNITY ORGANIZATIONS

Teachers shall not be discriminated against in matters of employment, transfer, promotion, and/or evaluation on the basis of their membership or participation in civic, parent, charitable or political organizations.

ARTICLE 8 - PRIVATE ENTERPRISE AND OTHER GAINFUL EMPLOYMENT BY TEACHERS

- A. Nothing in this Agreement shall be construed or interpreted to infringe upon, or to prevent, any teacher employed by the District from engaging in lawful private enterprise or other gainful employment in addition to his/her employment with the District, provided that such private enterprise or other gainful employment shall not be conducted on property of the District or during the defined teacher duty day. This right of private enterprise and other gainful employment shall not interfere with any teaching duties relating to the classroom curriculum.
- B. No teacher shall, while on property of the District or during the defined teacher duty day, utilize his/her privileged relationship with the students of the District to solicit business activity or gainful employment.
- C. Any teacher of the District shall have the right to engage in the business of private tutoring for a fee, provided he/she complies with the rules established heretofore in this article.
- D. No teacher shall be discriminated against in matters of employment, transfer, promotion and/or evaluation on the basis of his/her engaging in any type of lawful private enterprise or other gainful employment in addition to his/her employment with the District.

ARTICLE 9 - RESIGNATIONS

- A. A teacher desiring to resign shall give to the superintendent written notice at least thirty (30) days prior to the effective date of the resignation.
- B. A teacher who has resigned or otherwise terminated his/her employment may be re-employed, and if re-employed before the beginning of the school year immediately following the resignation, shall not lose any tenure or benefits.
- C. A teacher who has resigned or otherwise terminated his/her employment may be re-employed, and if re-employed after the beginning of the school year immediately following resignation may, at the discretion of the Board, retain all tenure and benefits.

ARTICLE 10 - POSTING OF VACANT POSITIONS

All vacancies in new and existing positions within the District shall be posted, tentatively by grade, according to the following procedure:

- A. Notice of all vacancies, including vacancies in promotional positions, shall be published via district wide e-mail and the school website. The vacancy shall be open for a period of 72 hours, excluding weekends and holidays, before the position is filled. Any teacher interested in the position shall submit a written application to the building principal or superintendent within the said 72 hours.⁵
- B. During the summer, all vacancies will be handled as described in Paragraph A. A teacher wishing to be reassigned during the summer must submit a Request for Voluntary Reassignment (see Appendix C) in writing by the last day of school. The request shall be filed in the office of the superintendent. Should a vacancy arise in the requested area, the teacher requesting voluntary reassignment shall have seven (7) business days to respond to his/her interest in the transfer.⁶

⁵ 2016-2017

⁶ 2016-2017

- C. The following hiring procedure will be used for all teacher hires.⁷
 - 1. Grade level teachers and/or subject matter teachers will be a part of the interviews, along with the building principal.
 - 2. Final determination will be made by the building principal with input from the committee.

ARTICLE 11 - VOLUNTARY TRANSFER/REASSIGNMENT

- A. Any teacher employed in the District shall have the right to request transfer to a vacant position in another school building, or reassignment to a vacant position in a different subject area or grade level if the teacher has not been placed on a plan of improvement during the previous school year⁸. No voluntary transfers shall be granted any teacher during the school year.
- B. The superintendent shall acknowledge promptly in writing the receipt of all requests for transfer or reassignment.
- C. The following hiring procedure will be used when teachers from inside the District and outside the District are vying for the same position⁹:
 - 1. The building principal will interview potential out-of-district applicants and select those who will proceed to the next round of interviews.
 - 2. Teachers currently employed within the District shall forego the initial principal interview and will proceed to committee for further consideration.
 - 3. Grade level teachers and/or subject matter teachers will be a part of the second round of interviews, along with the building principal.
 - 4. Final determination will be made by the building principal with input from the committee.
- D. Requests for transfers and reassignments shall be submitted to the Superintendent on the form set forth in Appendix C.

ARTICLE 12 - INVOLUNTARY TRANSFER/REASSIGNMENT

- A. The Administration has the right to assign teachers within the areas of certification. If a teacher is to be reassigned, he/she will be informed in writing at the earliest opportunity of the reassignment, and the reason for reassignment.
- B. If a teacher is subject to an involuntary transfer or reassignment during the school year, he/she shall have the right to resign without penalty within fifteen (15) days of the date of notification of transfer or reassignment.
- C. Only in the case that a suitable certified candidate cannot be found outside the district shall a currently employed teacher be changed without his/her consent to accommodate the assignment of a teacher hired new to the district.

7 2014-2015

8 2012-13

9 2012-13 (all of C including 1-4)

ARTICLE 13 - NOTIFICATION OF ASSIGNMENT FOR NEXT SCHOOL YEAR

- A. Each teacher shall be notified, in writing, of his/her teaching assignment for the following school year by the end of the current school year. This notification is strictly advisory (not contractual) and is subject to change. Each teacher shall have a specific assignment for each hour of the regular school day.¹⁰
- B. Teachers shall be notified, in writing, when a transfer has been approved or assigned by the Administration. The notification shall be delivered to the teacher by the last day of school or within 10 working days.¹¹
- C. Notification of employment shall be sent to each teacher immediately following the board meeting in which teachers are rehired.¹²

ARTICLE 14 - TEMPORARY APPOINTMENTS

- A. In the event that the Board determines that an additional teacher is required to satisfy program needs, a teacher may be assigned to a temporary contract.
- B. When a teaching position becomes vacant due to the regular teacher being placed on leave of absence, the position shall be filled by a "replacement teacher". The contract services of the replacement teacher shall be designated in each such assignment for termination as of the date the regular teacher is able to return to work.
- C. The replacement teacher shall be assigned to the position at the regular contract salary to which he/she would be entitled as a regular contract teacher for the remainder of the school year, or for whatever portion of that time needed to replace the regular teacher.
- D. During such employment as a replacement teacher, such teacher shall be entitled to all other benefits normally accruing to teachers employed on a permanent basis.

ARTICLE 15 - LEAVE OF ABSENCE

- A. Upon written request, a teacher shall be granted a leave of absence without pay for the following reasons and for such length of time as the Board determines to be in the best interests of the district:
 - 1. Personal illness or injury when all applicable leave benefits have been exhausted.
 - 2. Natural or adoptive maternity when all applicable leave benefits have been exhausted.
 - 3. Care for a member of the immediate family due to illness or injury.
- B. Upon written request, a teacher may be granted a leave of absence without pay for the following reasons at the Board's discretion:
 - 1. Serving in public office.
 - 2. Professional development.
 - 3. Educational travel.
 - 4. Voluntary military service when otherwise not required by law.
 - 5. Other reasons deemed appropriate by the Board.
- C. In all cases of leave of absence without pay, the leave may be for a shorter period of time than granted if it is in the best interests of both the teacher and the District for the teacher to return early, and if a vacancy exists for which the teacher is qualified.

¹⁰ 2007-08

¹¹ 2007-08

¹² 2010-11

- D. During a leave of absence without pay, the teacher shall be entitled to maintain, at the teacher's own expense, coverage under any District-sponsored insurance program in which the teacher was enrolled at the time of beginning leave.
- E. A teacher returning from a leave of absence shall be assigned to the same position which the teacher held before commencing leave, unless a voluntary or involuntary transfer or reassignment of the teacher on leave of absence has occurred which affects such position.
- F. A teacher on a leave of absence is subject to non-renewal pursuant to a reduction in force in the same manner as other teachers in the District.
- G. If the position of a teacher on a leave of absence is to be affected by an involuntary transfer, reassignment or reduction in force, the teacher shall receive notice of such proposed change and shall be entitled to such due process as the teacher would have received if not on a leave of absence.
- H. The granting of a leave of absence shall not affect a teacher's right to a continuing contract unless the teacher has been non-renewed pursuant to a reduction in force in which event the teacher shall have any right to recall set forth in the District's reduction in force procedures to which the teacher would be entitled if not on a leave of absence.
- I. Any teacher on leave shall not be required to return to working site until leave is completed. In the event of a catastrophic or unforeseen event the administrator may request the presence of the teacher(s) involved.

ARTICLE 16 - REDUCTION IN FORCE

A. Rationale

- 1. If, upon recommendation by the administration, in the judgment of the Board, it becomes necessary to reduce teachers due to declining student enrollment, declining District revenue, elimination or reduction of programs, or for other just reasons, the Board of Education may exercise its duty and power to reduce the number of staff positions. When the Superintendent determines that reduction of teachers may become necessary, written notification of his/her recommendation shall be given to the NACT President.
- 2. Prior to the Board's commencing action to non-renew a teacher under this procedure, the Superintendent/designee shall explore the following options.
 - a. Voluntary retirement/Early retirement incentives
 - b. Voluntary resignation
 - c. Transfer of existing teachers
 - d. Reduction in programs
 - e. Job sharing

B. Reduction in Programs

- 1. All programs considered for reduction will be evaluated by the Superintendent/designee on the basis of the following criteria. Results of the evaluation shall be used to determine which programs will be recommended to be reduced or eliminated.
 - a. Each program will be evaluated to determine if the subject content is required or mandated by the State Department of Education.
 - b. Each program will be evaluated to determine if the enrollment is sufficient to maintain such a program.
 - c. Each program will be evaluated to determine the cost of the program.

- d. Each program will be evaluated to determine if it is required for the college bound curriculum.
- e. Each program will be evaluated to determine whether such a program is over staffed in relation to the number of students enrolled.

C. Reduction of Teachers

- 1. In the event the reduction in force of certified teachers cannot be accomplished through other means, the procedure for reduction in force is as follows:
 - a. Teachers with temporary¹³ contracts will be reduced first.
 - b. Intern or licensed teachers will be reduced next.
 - c. Probationary teachers will be terminated before a career teacher is terminated, unless a career teacher is not certified to teach in the position for which the probationary teacher is retained. If there is more than one probationary teacher in a position being reduced, the probationary teacher will be dismissed according to the least number of continuous years in the District and areas of certification where required within the areas of assigned duties and degrees attained.
 - d. Career teachers holding eliminated positions will be placed in another position for which they are qualified to teach at the time of termination provided those positions are occupied by licensed, probationary or career teachers with less continuous service in the District. These licensed, probationary, or career teachers with less continuous service in the District will then be released.
 - e. If a teaching position which is occupied by a career teacher is eliminated pursuant to the RIF policy, and the career teacher is certified for another teaching position occupied by a probationary teacher or teachers, accommodations must be made to give priority for contract renewal to qualified career teachers over probationary teachers.
 - f. If there is more than one career teacher qualified to teach in the position being reduced, the following criteria, in this order, will be used to determine which of the teachers will be retained.

Certification is required in the teaching position which is open. A career teacher with a standard certificate will be retained over a teacher with a provisional certificate. A teacher with a provisional certificate will be retained over a teacher with a temporary certificate.

Seniority will be counted by the amount of continuous full-year contracted certified employment in the District. The beginning date will be the first official day of school or the first day of employment thereafter. A teacher who taught in the District, will count only the number of years of service since returning to the District.

If certification and seniority are the same according to the above criteria, the Determining factors in order of importance are:

- 1. Other teaching experience either inside or outside the District. If teaching experience inside the District and outside the District is equal, the teacher with the most experience inside the District will have priority.
- 2. A Doctors Degree will be considered above a Masters Degree. A Masters Degree will be considered above a Bachelors Degree.

3. If all of the above are equal, retention will be decided by casting lots.

D. Notification/Hearing Procedures

1. A written recommendation of personnel to be considered for non-reemployment will be submitted to the Board of Education by the Superintendent. The recommendation for the non-reemployment of a teacher will be approved or rejected upon by a majority vote of the Board of Education.
2. Personnel shall be notified in person by the superintendent or his/her designee before receiving notification by mail.
3. The Board shall receive the recommendation, set a hearing date, and direct the Superintendent to notify any affected teacher of his/her right to a hearing.

E. Recall

1. In the event it becomes necessary to employ additional certified teachers within an eighteen (18) month period after reduction in force, recall will be in reverse order of reduction. Recall rights will be for a period of eighteen (18) months beginning with the date of termination.
2. When vacancies for certified positions occur, teachers who were terminated by the reduction in force will be notified by certified mail of their recall to positions for which they are certified. Outside personnel will not be hired for a position until all qualified personnel involved in the reduction in force have been recalled.
3. Failure to respond to the notice within ten (10) days of its receipt will constitute rejection of the opportunity to return to the employment of the Newcastle Schools. The ten (10) day period will begin on the date the receipt of notice is signed by the teacher or someone designated by the teacher to act in the teacher's behalf. Failure of the teacher to provide for receipt of the notice will constitute removal of the teacher from the notification list, and the teacher will lose notification rights. Rejection of the opportunity to return to the Newcastle Schools will terminate recall privilege. It will be the responsibility of the teacher subject to notification to inform the Superintendent's Office of changes of address or other necessary information.
4. In the event a certified teacher is recalled, she/he will receive credit for all previously accumulated service and benefits as provided by law, but will receive no credit for the period of time she/he was separated from service.
5. During the period of eligibility for notification, the teacher will be placed at the head of the substitute list of the school system, provided the teacher so requests in writing to the office of the Superintendent of the Newcastle School District.

ARTICLE 17 - PERSONNEL FILE

- A. Only one official current personnel file for each teacher shall be maintained and this will be in the central office. Principals may keep anecdotal notes; however, only documentation in the official file may be used in an official action taken towards a teacher. The personnel file shall contain only the following items and those required by law.
1. Staff development points
 2. Teaching certificates
 3. Letters of commendation
 4. Evaluations and responses
 5. Transcripts
 6. Resumes

7. Copies of current and previous years' contracts
 8. Leave records
 9. Written admonishments and responses.
 10. Application for Employment.
 11. Federal employment forms.
 12. Criminal Record Report if received by District.
 13. Current Address`
- B. No documentation shall be placed in personnel file without first giving the teacher a copy. After receiving a copy, the teacher shall have fourteen (14) days to provide a written response. This response shall be included in the personnel file.
- C. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. An Association representative, at the teacher's request, may accompany the teacher in this review.
- D. Teachers' personnel files shall be confidential according to applicable statutes of law.
- E. No materials shall be permanently removed from the teacher's personnel file without the mutual consent of the teacher and the principal or superintendent; however, updating of routine documents and removal of outdated material will be acceptable. Material removed will be given to the teacher.
- F. Only one non-current personnel file (not necessarily one file folder) for each teacher shall be maintained, and only material removed from the current file shall be included in the non-current file.

ARTICLE 18 - STANDARDS OF CONDUCT AND PERFORMANCE

The district shall accept and implement the standards of conduct and performance promulgated by the State Department of Education and these standards shall be incorporated as part of this contract.

ARTICLE 19 - TEACHER EVALUATION¹⁴

- A. Prior to the first class day of the school year, the Administration shall review with each teacher the evaluation process to which the teacher shall be subject including the evaluation procedures, and the evaluation instruments.
- B. All classroom observations for evaluation purposes shall be conducted by certified administrative personnel designated by the local school board. Should nepotism, as defined in the state school laws of Oklahoma, occur at any district site, then another site administrator appointed by the superintendent will conduct the evaluation. The date and duration of each observation shall be documented by the evaluator with the concurring signature of the teacher. Each evaluation shall be preceded by at least two classroom observation of not less than twenty (20) minutes or by additional observations if the teacher requests that he/she be observed again after the first two observations. Because the goal of the system is continuous improvement, evaluators are not limited in the number of observations they may conduct.

The observation form must be used by the evaluator when conducting an observation. Within five (5) days of each observation, the evaluator must conduct an observation conference with the teacher and provide him or her with a copy of the observation form. The observation conference should be a personal meeting between the evaluator and the teacher to discuss the evaluator's observations and coding on the observation form as well as the evaluator's comments and

suggestions. The evaluator shall apprise the teacher of any issue, by specific domain, dimension, and indicator that could lead to a less than effective rating on the evaluation form. A Personal Development Plan may be issued, but is not required, for deficiencies noted in an observation. No teacher shall receive adverse comments from any observer in the presence of pupils. There should be at least ten (10) working days between observations for the teacher to reflect on and change any deficiencies that may have been noted. These observations shall be conducted openly and with full knowledge of the teacher. Walk-throughs and pop-in observations of less than twenty (20) minutes do not constitute an observation.

- C. All probationary teachers shall have a formal evaluation at least once during the fall semester prior to December 1 and at least once again during the spring semester prior to April 15. All career teachers shall have at least one formal evaluation by April 15. If the evaluator or teacher feels it is necessary, more than the number of evaluations a year stated above can be given.
- D. The formal evaluation process shall include a personal development plan (PDP) for the teacher who has a rating of less than effective in any area of the evaluation. The PDP will state specific goals or actions to be achieved by the teacher. Those goals should be written in the SMART format. In a confidential setting, the teacher shall be given a true copy of the written evaluation which will be signed by both parties. The post-evaluation conference shall be held within two weeks of the formal observation. The teacher's signature signifies that the teacher has read all the pages of the evaluation. The signature does not signify that the teacher agrees with the evaluation. The teacher shall have the right to attach, within two (2) weeks, from the date of the post-evaluation conference, a written response to the evaluation for inclusion in his/her current personnel file. This written response shall be signed and dated by the evaluator making the original evaluation as an acknowledgment of receipt. The teacher shall receive a true copy of the signed response. The original copy of the evaluation and the original copy of the response shall be placed in the current personnel file of the teacher within three (3) weeks of the signing and dating of the evaluation. All processes and actions used by the evaluator and the teacher shall be in accordance with the Tulsa Model for the Teacher and Leader Effectiveness System.
- E. Evaluations must also give a time line not to exceed two months within which needed changes and improvements must be made. At the end of the given time line, the certified administrative personnel shall re-evaluate the teacher's areas of weakness. If determined that there is a need for an extended time line, the evaluator may do so in writing on the evaluation.
- F. Failure to follow recommended steps and correct and/or eliminate weaknesses and/or problems could result in termination or non-renewal as provided by the state law.
- G. Ignoring recommended methods of improving classroom teacher methods and behaviors, as given by administrators through evaluations, shall be construed as willful neglect of duty.
- H. In the event administration decides to dismiss or not renew the contract of a teacher (having followed established evaluation procedures and complied with relevant statutes of laws of the State of Oklahoma) the teacher will be notified by certified mail prior to the termination or non-renewal notice (pre-termination or pre-non-renewal notice). The teacher has the right to request a hearing before the Board of Education. The request for such a hearing before the Board must be received in writing within ten (10) days of the original mailing date of the pre-termination or pre-non-renewal notice. Failure to formally request a hearing within the time lines provided shall constitute a waiver of such pre-termination right.
- I. Newcastle Public Schools has chosen the Tulsa model for evaluation. All applicable evaluation instruments for certified teachers, counselors, and librarians can be found on the OKTLE website. The website is found at www.oktle.com.
- J. Students' test scores shall not be the only criteria for teacher dismissal.

ARTICLE 20 - ADMONISHMENT BY PRINCIPAL

Admonishment of a teacher shall be in accordance with state law currently 70 O.S. 6-101.24 (Section 127 School Laws of Oklahoma 1994) which is attached as Appendix D for informational purposes

ARTICLE 21 - ACTION FOR JUST CAUSE

No teacher shall be disciplined, admonished, reduced in compensation, or deprived of any professional advantage without just cause.

ARTICLE 22 - FAIR DISMISSAL PROCEDURE

The affected teacher shall have all the rights of procedural due process guaranteed by state law.

ARTICLE 23 - LEGAL COUNSEL FOR TEACHERS

The District shall:

- A. Provide a defense for any teacher when liability is sought for any violation of property rights or any rights, privileges or immunities secured by the Constitution or laws of the United States when alleged to have been committed by the teacher while acting within the scope of employment; and
- B. Pay or cause to be paid any judgment entered in the courts of the United States, the State of Oklahoma or any other state against any teacher or settlement agreed to by the District entered against any teacher, and any costs or fees, for a violation of property rights or any rights, privileges or immunities secured by the Constitution or laws of the United States which occurred while the teacher was acting within the scope of employment;
- C. Provided that such defense and payments shall be limited by and be in accordance with the provisions of The Political Subdivision Tort Claims Act of the State of Oklahoma.
- D. Nothing herein shall be construed to limit the district's obligation to its employees as under the Political Subdivision Tort Claims Act.

ARTICLE 24 - SUSPENSION OF TEACHERS

All suspensions of teachers shall be in accordance with state law, which is currently set forth in Section 132 of the 2013 School Law Book and which is attached as Appendix E for information purposes.

ARTICLE 25 - ASSIGNMENT OF STUDENTS TO CLASSES

- A. Students shall be assigned to classes in an equitable manner which provides for teacher input into the grouping of students.
- B. Teachers shall draw class rolls in a nondiscriminatory or unbiased manner; i.e., the affected teachers meeting with the principal for the class assignments during preschool work week.
- C. If a teacher or parent/guardian believes that a serious problem would result from a student being assigned to a particular teacher or class, the teacher or parent/guardian may request that the student not be placed in the teacher's class. However, the parent/guardian or teacher must base the request on previous personal (first-hand) experience rather than on second-hand information. The request must be submitted to the building principal in writing no later than the last scheduled day of classes for the following fall term. The building principal shall make the decision concerning the request.
- D. Class reassignment of the student after the assignments have been made shall be preceded by a teacher-administrator-parent conference if possible, or as soon as it can be arranged. A final decision shall be made by the administrator based on the best interest of the student.

ARTICLE 26 - RECOMMENDED PROCEDURE FOR COMPLAINTS BY PATRONS

- A. In the event of a question or complaint by a school patron involving the professional performance of any teacher employed by the District, the patron should first contact the teacher involved as a step toward resolving any actual or potential problem. If this initial contact proves unsatisfactory, the patron should then contact the teacher's building principal. The principal shall give careful consideration to the question or complaint and may conduct his/her own investigation to determine the facts of the issue in dispute. The principal shall render appropriate professional assistance in attempting to resolve the actual or potential problem. If the patron by-passes the teacher and makes initial contact with administration, the administration shall notify the teacher privately and shall carefully obtain the facts from the teacher's point of view before taking final action which involves the teacher. If contact with the principal is unsatisfactory, the patron should next contact the District superintendent, who shall also carefully consider the matter, conduct any necessary investigation, and render appropriate professional assistance. As a last resort, and only after the steps previously outlined have been followed, the patron may submit the matter to the Board of Education for its consideration.
- B. When presented with a question or complaint involving the professional performance of a teacher employed by the District, the Board shall first ascertain if the school patron has followed the established procedure. If the Board determines that proper procedure has not been followed, it shall direct the patron to follow such procedure before bringing the matter before the Board again.
- C. In any case of anonymous question or complaint involving the professional performance of a teacher employed by the District, the teacher in question shall not be required to answer without representation.
- D. In any investigation conducted by the building principal, the District superintendent, or the Board of Education, great care shall be taken to ensure protection of the teacher's rights of due process. Every attempt shall be made to obtain the facts from the teacher's point of view, as well as from the point of view of the school patron.
- E. The Board shall take the necessary steps to communicate the procedure outlined in this article to school patrons.
- F. The above policy is to be followed unless extenuating circumstances arise.

ARTICLE 27 - HEALTH AND SAFETY CONDITIONS

- A. The Board agrees to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. A teacher may file an "Unsatisfactory Condition" report for the following conditions: (1) situations which may cause or contribute to accidents, incidents, or present a hazard to personnel and/or (2) chronic maintenance problems which have not been resolved.
- B. A Maintenance Request form shall be filled out for routine maintenance problems.

ARTICLE 28 - TEACHER FACILITIES

Each teacher shall be entitled to the use of the following facilities:

- 1. A workroom at his/her school site.
- 2. A telephone at his/her school site which is not located in an office or classroom.

ARTICLE 29 - SCHOOL FACILITIES

Usage of School Facilities is governed by Board Policy BB (See Appendix F)¹⁵

ARTICLE 30 - TEACHER HANDBOOK

An electronic copy of the Teacher Handbook and the School Board Policies will be available on the School District Website.¹⁶

ARTICLE 31 - BOARD SOLICITATION OF TEACHER INPUT

When the Board is considering changes or additions to school curriculum, the construction of new physical facilities, or the purchase of new instructional equipment, the ideas and opinions of teachers, particularly those most directly affected by possible Board action, shall be solicited and carefully considered before final action is taken. However, final authority rests with the local Board of Education.

ARTICLE 32 - CURRICULUM PLANNING COMMITTEE

- A. The committee shall consist of the high school department head, one teacher from the middle school (6-8) and one teacher from the elementary school (2-5) & one teacher from the early childhood center (Pre-K-1)¹⁷. The teachers shall be selected by those presently assigned in that area.
- B. The committee shall prepare a curriculum guide for the designated discipline. The curriculum shall reflect the suggested learner outcomes of the State Department of Education. The committee shall make a presentation to the Board. After Board approval the committee shall distribute copies of the curriculum guide to the teachers within the affected area.
- C. One new curriculum study shall be conducted yearly with an annual review thereafter. The order of implementation shall be in accordance with the State Four Year Curriculum Development Plan.
- D. Adherence to the curriculum studies shall be incorporated as part of the teacher evaluation.

¹⁵ 2016-2017

¹⁶ 2016-2017

¹⁷ 2016-2017

- E. Parental suggestions may be submitted to the committee in written form.
- F. All committee meetings shall be held during school hours and on school sites. Substitutes shall be employed for all personnel involved in committee meetings.
- G. The first committee meeting shall be held by October 1st of the current school year.

ARTICLE 33 - TEXTBOOK SELECTION COMMITTEES

- A. The Superintendent of schools shall appoint a local textbook committee consisting of:
 - 1. two (2) early childhood teachers¹⁸;
 - 2. two (2) elementary teachers;
 - 3. two (2) middle school teachers;
 - 4. two (2) high school teachers;
 - 5. one (1) lay member; and,
 - 6. one (1) member of administration to serve as chairperson.
- B. Early Childhood Center, Elementary, Middle School, and High School committee members shall be selected by each site, respectively.
- C. The textbook committee shall follow the procedures set forth in state law for text book selection, which is currently set forth in Section 262 of the 1990 School Law Book which is attached as Appendix G.
- D. This committee shall recommend to the Superintendent and Board of Education that instructional materials and equipment for all areas of the school's curriculum shall be provided for each student in the amount and types needed to fulfill the state's minimum requirements.

ARTICLE 34 - INSTRUCTIONAL PURCHASES

It is the intent of the District to provide each teacher with adequate supplies to support effective teaching practices. To serve this intent, the District shall do the following:

- 1. Provide teaching supplies including, but not limited to paper clips, chalk, grading pens, staples, grade and plan book, dry markers, chalkboard erasers, and construction paper.
- 2. Make available certain generally used supplies designated by the Administration through bulk purchases and acquisitions from Central Purchasing at the lowest practical price.
- 3. Make available to each teacher the sum of \$110 to purchase supplies and equipment for instructional purposes. Purchase orders may be issued July 1st. All purchase requisitions must be submitted by March 1st or the first business day following March 1st or the classroom allowance will be forfeited. Signed packing slips or receipts must be turned into the Administration no later than May 1st or the first business day following May 1st.¹⁹

Purchases by teachers must be made after obtaining an approved vendor purchase order. Purchases made without an approved purchase order will be at the teacher's own expense. Expenditures by a teacher in excess of \$110 during a school year shall either have the approval of the Superintendent or shall be incurred by the teacher personally. Teachers may pool all or part of their expenditure allowance

18 2013-14
19 2016-2017

with other teachers to purchase supplies or equipment. The administration shall be notified of such agreement at the time of the approval of the purchase.

ARTICLE 35 - SCHOOL CALENDAR

- A. The Board shall solicit suggestions from the Association concerning the school calendar before the calendar for the following school term is adopted.
- B. School Events Calendar
A master school calendar shall be maintained at each site. Facilities and time needed for the event shall be specified on the calendar. The site principal in conjunction with the superintendent shall be in charge of scheduling all events at their site. Teachers shall be notified if scheduled events are preempted or changed.

ARTICLE 36 - TEACHER'S WORK YEAR

- A. A teacher's work year shall consist of 175 teaching days and 5 professional days or a minimum of 1073 contact hours plus 30 hours of professional time depending on the calendar format adopted by the Board of Education.²⁰
- B. Any teacher required to attend professional development outside of the teacher's work year shall be compensated at the rate of \$60.00 per full day and \$40.00 per half day.²¹

ARTICLE 37 - EMERGENCY SCHOOL CLOSING

If it is necessary to not open school because of weather conditions or other emergencies, the Administration shall attempt to notify teachers to the extent practicable prior to 7:00 a.m. on the first day of such closing. No teacher shall suffer the loss of any previously arranged leave during any school closing that occurs while the teacher is on such leave.

ARTICLE 38 - PARENT-TEACHER CONFERENCE DAY

- A. Two full days shall be provided each year for parent-teacher conferences at Newcastle Public Schools. Classes shall not be held for the students those days.²²
 - 1. For the first parent-teacher conference day;
 - a. All students' parents or guardians shall be contacted during the first conference week.
 - 2. For the second parent-teacher conference day;
 - a. Students making satisfactory academic progress may have either a conference on that second day or a personal contact during the week of the second day.
 - b. Students not making satisfactory academic progress shall be scheduled for a conference.
- B. Certified staff shall be required to be in attendance on parent-teacher conference days. Absence of any staff member shall result in loss of a personal/sick day.
- C. The structure of parent/teacher conference days shall be determined by the building principal in order to accommodate the needs of parents, teachers and students. The total time will be equitable among sites. (6 1/2 hours).

²⁰ 2016-2017

²¹ 2014-2015

²² 2016-2017

ARTICLE 39 - LENGTH OF SCHOOL DAY AND TEACHER DUTY DAY DEFINED

Teachers shall report to their respective buildings 15 minutes prior to the first bell and shall stay 15 minutes after the last bell. Teachers who need to leave the building early must obtain permission from the building principal²³.

ARTICLE 40 - ASSIGNMENT OF DUTIES

Duty assignments shall be made on a fair and equitable basis as determined by a committee at each building site.

- A. The elementary committee shall be composed of the principal one "special" teacher, and one teacher from each grade level. The middle school and the high school committees shall be composed of the principal and three classroom teachers and one "special" teacher from that site. The teachers at each site shall select their representatives. No teacher will serve more than two consecutive years.
- B. The committee shall determine duty assignments for all teachers at that site and shall establish rules for student behavior during that duty. These rules shall be posted for students to read. Duties which shall be included in the duty schedule shall be: bus duty, playground duty, lunchroom duty, bulletin board duty, restroom duty, hall duty, and parking lot duty.
- C. If a teacher believes that an inequity in duty assignments exists, the teacher may contact any member of the committee to request the committee to change the duty assignments if it determines that an inequitable situation does, in fact, exist.
- D. Any other duties deemed necessary by the Administration shall be assigned by the principal on a temporary basis until the committee can make a permanent assignment.
- E. The Administration shall be responsible for the enforcement of the duty schedule.

ARTICLE 41 - PREPARATION TIME

- A. Each teacher shall have a minimum of 200 minutes each work week scheduled for conferences, instructional planning and preparation.
- B. To the extent practicable, such time provided for in Section A shall be scheduled on the basis of one class period per work day.
- C. In the event of a need to reduce the number of certified personnel because of a decreased student enrollment, loss of revenue, consolidation of programs and/or positions, or a reduction in school hours, the provisions of this article are non-applicable.
- D. Administrators shall have the right to require scheduled preparation time to be set aside if special needs require.

ARTICLE 42 - DUTY-FREE LUNCH

Each teacher shall be provided twenty-five (25) consecutive minutes for duty-free lunch, as arranged, by the committee defined in Article 40.

ARTICLE 43 - REMOVAL OF STUDENT FROM CLASS FOR DISRUPTIVE BEHAVIOR

- A. When a teacher is having significant behavioral problems with a student, the teacher shall make reasonable effort to notify the parent(s) and/or guardian(s) and discuss possible remedial action to be taken.
- B. A student shall be removed from a classroom and turned over to the principal or his/her designee when, in the judgment of the teacher, the student is interfering with the teaching-learning situation for the majority of the class.
- C. The principal shall take whatever action he/she deems appropriate to solve the problem.
- D. If a particular behavior problem becomes chronic, the teacher may request that the student not be returned to the classroom until a conference is held between the teacher and the principal.
- E. Any student who commits assault, battery, or assault and battery on a teacher, who is in the performance of assigned duties, including extracurricular activities, shall be removed from the teacher's class and extracurricular activity pending investigation.
 - 1. A student so removed shall not be readmitted until the investigation is concluded.
 - 2. A student so removed shall not be readmitted to the teacher's class and/or extracurricular activity without a conference between the teacher, parent or guardian and the respective principal.
 - 3. When battery or assault and battery on a teacher has been substantiated, the student shall not be readmitted to the teacher's class and/or extracurricular assignment without the teacher's consent.
 - 4. When the respective principal has determined that a student is guilty of premeditated and unprovoked battery or assault and battery on a teacher, that student shall be removed from the school.
- F. The principal shall notify the teacher(s) the parent(s) and/or guardian(s) as to the nature of the problem, and the action taken to correct the problem.

ARTICLE 44 - VARIATION IN STUDENT SCHEDULE FOR EDUCATIONAL PURPOSES

- A. A student shall not be removed from his/her regular class(es) by another teacher except to attend a special class, to receive the benefit of professional educational services, or to attend an activity sanctioned by the principal.
- B. When special events (assemblies, programs, etc.) are held, the administration shall make every attempt to schedule on a staggered basis so that class time is not significantly less for any given class period over the course of the semester.

ARTICLE 45 - COMBINING OF CLASSES PROHIBITED DUE TO TEACHER ABSENCE

The Administration shall be responsible for arranging the supervision of the classroom during the teacher's absence.

- A. When a teacher is absent for any reason, every attempt shall be made to hire a substitute. When a substitute cannot be hired, classes shall not be combined to exceed the state mandated number of students per class. A teacher shall not be required to arrange for his/her substitute as

a pre-requisite for using any leave to which he/she is entitled. A teacher attending staff development meetings shall not be responsible for arranging for a volunteer substitute. This is the responsibility of the building Administration.²⁴

- B. When administrators, or other authorized people, need to confer with teachers, every attempt shall be made to schedule said conferences outside of normal classroom time.
- C. Each teacher will prepare a folder that informs a substitute of general rules and responsibilities. The folder will be kept in the building principal's office and made available to the substitute. Each substitute will return the folder back at the end of each day.
- D. After all possible efforts have been made to hire a substitute teacher; a teacher who is required to cover another teacher's class shall be compensated in accordance with the following rate:
One-half the hourly rate (\$6.25) for up to 10 students, the full hourly rate (\$12.50) for 10 or more students for up to half of the day²⁵.

ARTICLE 46 - RETENTION OF STUDENTS

- A. The District has the authority, even when the student's parent or guardian requests promotion, to retain the student at the student's present grade level. The final decision for promotion or retention will not be made until a consultation occurs between the appropriate school personnel and the student's parents or guardians.
- B. A student shall not be advanced to a higher grade level after the student's teacher has recommended the student be retained, unless the student's parent or guardian signs a written request to do so which shall be included in the student's permanent record. The rationale for the proposed retention and the parent's written request shall be set forth on the form attached to this agreement as Appendix H.
- C. SB346 was signed into law May 4, 2011 by Governor Mary Fallin. The amended law says if a reading deficiency is not remedied by the end of third grade, as demonstrated by scoring at or above the limited knowledge level on OCCT assessments, the students **MUST BE** retained in third grade. Section H of the law states, any third grade student who demonstrates proficiency in reading at the third grade level through a screening instrument, shall not be subject to the retention guidelines found in the RSA law. Newcastle Public School uses DIBELS Next and STAR Early Learning Enterprise, which are two of the thirteen State approved assessments, to assess the reading ability of students in K-3. (Appendix I, J & K)

ARTICLE 47 - FIELD TRIPS

- A. Teachers may schedule one field trip per semester for educational purposes, pending budget approval.
- B. Such field trips shall be conducted within a thirty-five (35) mile radius of the school site, unless advance permission has been obtained from the teacher's principal for a greater distance.
- C. Parents and teachers serving as sponsors shall not bring other children with them on class trips who are not members of the class.
- D. A faculty member who has a child attending a field trip outside of their area of responsibility must take approved leave.²⁶

²⁴ 2007-08

²⁵ 2007-08

²⁶ 2016-2017

ARTICLE 48 - PAYROLL DEDUCTION

- A. Upon request of the teacher, the Board shall provide payroll deductions including, but not limited to: health insurance, life insurance, cancer insurance, salary protection insurance, annuities, professional dues, and OEA Credit Union.
- B. A teacher may designate amounts for payroll deduction for the Cafeteria Plan (under Section 125 of the Internal Revenue Code) under the optional benefit program and limited by the allowances designated by the Board per year.²⁷
- C. Any new companies wanting a payroll slot must have at least ten employees to participate.
- D. To initiate or discontinue a payroll deduction, a teacher shall notify the payroll clerk by the 15th of the month, prior to the deduction.
- E. Discrepancies concerning payroll, insurance, annuities, or professional dues shall be submitted to the administration office via e-mail or in writing.²⁸
- F. NACT/OEA/NEA dues will be withheld through payroll deduction beginning with the payroll check issued at the end of September.²⁹

ARTICLE 49- Rescinded³⁰

ARTICLE 50 - COMPENSATION FOR FORFEITURE OF PLANNING PERIOD

- A. When the need arises for a teacher to forfeit a planning period in order to substitute for another teacher, the principal shall first seek a volunteer. In the event that a volunteer is not secured, the principal shall assign the class coverage to a teacher on a rotating, equitable basis. A teacher forfeiting all of a planning period to substitute for another teacher shall have the option of being paid for each period at the rate of \$12.50 per hour³¹ or \$6.25 per half hour.
- B. Prior to the beginning of each semester, a teacher shall complete a forfeiture of planning period form to notify the Payroll Office if he/she wishes to earn sick leave. Said option shall be paid or credited by December 15th (if turned in by November 15th) for forfeitures prior to November 15th, and within thirty calendar days after the last day of school for the remainder of the school year. Note: Forms will be available by the Payroll Office.
- C. Teachers required to set aside classroom preparation time for more than ten (10) working days, but less than an entire year in the same position, shall be compensated per the period rate of pay in Article 65.³²
- D. Teachers required to set aside classroom preparation time for an entire year in the same position will be compensated per the annual period rate of pay in Article 65.³³

27 2016-2017

28 2016-2017

29 2016-2017

30 2016-2017

31 2009-10

32 2016-2017

33 2016-2017

ARTICLE 51 - COMPENSATION FOR TIME LOST DUE TO ACCIDENT OR ASSAULT

- A. If an accident on the job or an assault on a teacher by a student and/or parent results in loss of time from the job, the teacher shall be paid in full for such time lost, and such paid absence shall in no event be deducted from any leave benefits to which such teacher is entitled, not to exceed the contracted school year.

Provided, that if the accident or injury entitles the teacher to weekly benefits under the Workers' Compensation Act or any other state or federal law, the District shall pay to the teacher only that amount which, together with such benefits, shall equal the teacher's full rate of employment compensation.

- B. The District shall maintain Workers' Compensation Insurance for its employees. Teachers shall be eligible for benefits from Workers' Compensation according to applicable state laws.

ARTICLE 52 - SCHOOL EVENTS PASSES FOR TEACHERS

- A. By September 1 of each school year, each teacher shall be issued a school events pass, which shall provide for admission, free of charge, for the teacher and his/her adult companion to all home school activities for the school year.
- B. A lifetime school events pass shall be provided to any retired teacher and his/her adult companion upon retirement from Newcastle Public Schools.

ARTICLE 53 - SICK LEAVE

- A. A teacher may be absent from his/her duties due to personal accidental injury, illness or pregnancy, adoption, or accidental injury or illness in the immediate family without the loss of salary, and the right to such leave shall vest at the beginning of each school year. The teacher will receive 72.5 hours of sick leave each school year.
- B. "Immediate family" shall be defined as members of the teacher's immediate household and, at the discretion of the Administration, other relatives by blood or marriage.
- C. A teacher is required to contact his/her immediate supervisor if he/she is going to be late or absent from work for any reason. The supervisor may require that a doctor's statement be provided to verify recurring, on-going, or frequent illness of the teacher. A medical leave of absence shall be defined as an absence for personal illness of more than four (4) consecutive workdays. When this type of absence occurs, the teacher may be required to provide certification of illness by a physician. If such request is made, the district will reimburse the teacher for the health insurance co-pay applicable for obtaining the certification. Before returning to work after a medical leave of absence, a teacher may be asked to present a "release to return to work" letter from the attending physician.
- D. Sick leave will be allowed to accumulate without limit
- E. If, after exhausting all fully paid leave, a teacher is absent from his/her duties due to personal accidental injury, illness or pregnancy, the teacher may seek additional leave under the sick leave sharing plan. If after exhausting all sick leave sharing plan days, a teacher shall receive for a period not to exceed 20 days the full contract salary less the amount currently paid to a certified substitute teacher.³⁴
- F. Any payroll adjustments due to sick leave exhaustion will be reflected on the following month's payroll check. A note from the payroll clerk will accompany the check detailing the adjustments.³⁵
- G. Newcastle Public School shall comply with the Federal Family Medical Leave Act.

ARTICLE 54 - SICK LEAVE SHARING PLAN

- A. A full-time certified³⁶employee may donate sick leave to another certified³⁷employee for the following reasons:

The donee has exhausted or will exhaust all fully-paid leave³⁸ due to an extraordinary or severe injury, illness, impairment, pregnancy, miscarriage, childbirth and recovery there from, or physical or mental condition of the donee; or

The donee has exhausted or will exhaust all fully-paid leave³⁹ due to an extraordinary or severe injury, illness, impairment or physical or mental condition of a relative (spouse, child, stepchild, grandchild, grandparent, stepparent or parent) or household member (one who resides in the same home as the donee and who shares a duty to provide financial support with the employee) of the donee; and

The condition has caused or is likely to cause the donee to take leave without pay or to

34 2016-2017

35 2016-2017

36 2009-10

37 2009-10

38 2016-2017

39 2016-2017

terminate employment.

- B. The employee may donate any amount of sick leave which does not cause that employee's sick leave balance to fall below 180 hours.
- C. An employee may receive up to 180 donated hours. If that leave is exhausted, the employee may apply for an additional 180 hours. Any donated sick leave may only be used by the recipient for the purposes specified in this Article.
- D. An employee requesting donated days must first provide the Board with a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- E. The employee receiving donated days is to receive his or her normal rate of pay.
- F. All sick leaves available for use by the donee must be used prior to using shared sick leave.
- G. Shared sick leave usage records shall be maintained separately from regular sick leave records.
- H. Any donated leave which is not used shall be returned to the donating employee on a prorated basis.
- I. The Board is the determining body as to whether the donee meets the criteria above and has previously abided by district leave policy.
- J. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for the purposes of the leave sharing program.

**ARTICLE 55 - SEPARATION FROM SCHOOL SYSTEM -- TRANSFER OF, OR
COMPENSATION FOR, ACCUMULATED SICK LEAVE⁴⁰**

Compensation for Unused Sick Leave

- A. A teacher ending employment with the District by resignation or reduction in force shall have the option of transferring all accumulated sick leave hours to a receiving school. Accumulated is defined as earned plus transferred in. If the teacher has earned more sick leave during their employment at Newcastle Schools than will be accepted by the receiving school, the balance of the earned sick leave less what is accepted by the receiving school will be compensated to the teacher at the rate of \$4 per hour and not transferred.
- B. A teacher who retires from teaching may receive up to one (1) additional year of service credit for unused sick days from OTRS. The amount of service credit calculated by OTRS will be the number of days of unused sick leave divided by 120, up to 1 full year. District will calculate the number of days of unused sick leave to report to OTRS in the following manner:

District will maintain a report of the total number of unused sick hours as of June 30, 2016, for all persons employed by District at the end of the FY16 school year ("FY16 Hours"). This will mark the "Transition Date" from sick days to sick hours and to a four-day school week.

At the end of the contract term for a retiring employee, District will run a report of all unused sick leave and unused personal leave as of the retirement date to determine the total number of unused sick hours ("Total Hours") for the retiree.

If the Total Hours is less than the FY16 Hours, then the Total Hours will be divided by 6 to obtain the number of unused sick days reported to OTRS.

If the Total Hours is more than the FY16 Hours, then the FY16 Hours will be subtracted from the Total Hours to determine the unused hours earned after the Transition Date ("New Hours"). The FY16 Hours will be divided by 6 and the New Hours will be divided by 7.25. The sum of these two calculations will be the total of unused sick days. District will report up to 120 Days to OTRS.

- C. Upon retirement, a teacher will be compensated for unused sick leave in the following manner:

Unused sick leave up to 120 days, per the calculation in Paragraph B, will be paid at the following per diem rate:

1. 20 or more years of service, \$30.00
2. 10 years but less than 20 years, \$21.75
3. 5 years but less than 10 years, \$20.00 (reduced 5% per year under 10)
4. Less than 5 years of district service no remuneration.
5. Certified teachers who die in district service shall have \$30.00 per day for all unused leave paid to their estates.

Unused sick leave over 120 days, but no more than 240 days, per the calculation in Paragraph B, will be paid at the per diem rate of \$15.00.

- D. A teacher retiring from the District shall be paid for unused sick leave by July 31st.

ARTICLE 56 - PERSONAL LEAVE

- A. Each teacher shall be granted twenty-one and seventy-five one hundredths (21.75) hours personal leave, without loss of pay or benefits during each school year. Teachers with fifteen (15) years or more experience shall receive thirty-six and twenty-five one hundredths (36.25) hours' personal leave. The fourth and fifth days will be paid by the teachers at substitute pay. Such leave shall be used at the discretion of the teacher. At least two (2) days advance notice shall be given before personal leave shall be taken.⁴¹

- B. No personal leave shall be granted during:

1. The last five (5) school days
2. The first five (5) teaching days
3. The day immediately preceding and/or the day immediately following school holidays to include: (Labor Day, Fall Break, Thanksgiving, Christmas, Martin Luther King Day, President's Day, Spring Break and Easter).⁴²
4. The day of Parent-Teacher Conference.

- C. Any absenteeism listed on Article 56 Paragraph B without authorization, or failure to give 2 days' notice, will be docked at the absent employee's daily rate of pay. (Refer to Article 65). Exceptions may be granted at the Superintendent's discretion.

ARTICLE 57 - UNUSED PERSONAL LEAVE CONVERTS TO SICK LEAVE

At the end of each school year, each teacher's unused personal leave shall convert automatically to

⁴¹ 2016-2017

⁴² 2013-14

accumulated sick leave.

ARTICLE 58 - PROFESSIONAL LEAVE

- A. The five (5) professional days will be determined by the Superintendent, building principals and NACT negotiating team.⁴³
- B. Other professional leave may be granted employees for professional development subject to administration approval. The employee requesting such leave shall submit a written request for such leave.

ARTICLE 59 - EMERGENCY LEAVE

- A. This policy provides twenty-four (24) hours a year of noncumulative emergency leave not chargeable to sick leave. Emergency leave is granted, with full pay, for unforeseen circumstances which would reasonably keep a teacher from performing his/her duties. The term "emergency" shall apply to leave within the following categories:
 - 1. Funerals.
 - 2. Mandatory court appearance under service of process.
 - 3. Accidents, deaths, disaster in the immediate family involving personal property that requires immediate attention.
- B. Other reasons are subject to Superintendent approval.
- C. The teacher shall give as much notice as possible under the circumstances that he/she needs to use emergency leave.
- D. Non approved emergency leave will be docked at the absent employee's daily rate of pay. (Refer to Article 65)

ARTICLE 60 - LEAVE FOR JURY SERVICE

Each teacher shall be granted leave for jury service and shall be paid during such service his/her full, current, contract salary. The teacher shall reimburse the district for any compensation received for serving as a juror during the school year.

ARTICLE 61 - RIGHT TO REPRESENTATION

- A. Teachers shall have the right to be accompanied by a member of the association or co-worker at conferences with Administration.
- B. The Administration shall notify the teacher via a paper document when written admonishment or a plan of improvement is imminent.
 - 1. The paper document shall inform the teacher of the nature of the subject to be discussed.
 - 2. The paper document shall inform the teacher of his/her right to representation.⁴⁴
- C. Prior to, or at any time during an administrator-teacher conference, either party shall have the right to reschedule or adjourn the conference to obtain representation (administrator/association). The conference shall be resumed at the earliest convenient time for all parties.

ARTICLE 62 - GRIEVANCE PROCEDURE

- A. A grievance is a claim that there has been a violation of this negotiated agreement. The Association shall have the right to grieve the violation of any rights it has under the terms of this Agreement. If more than one teacher has the same grievance, the union shall bring a collective grievance on behalf of all such grieving teachers, provided that the names of all grieving teachers shall be disclosed. If a grievance affects teachers in two or more school sites, the Association may initiate the grievance with the Superintendent.

- B. Procedure

Stage I -- The grievance shall be presented by the affected party to the building principal. If possible, the affected parties work out the problem with an informal meeting.

Stage II -- The grievance shall be presented to the principal in writing no later than fifteen (15) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. Within two (2) school days of receiving the grievance, a meeting shall be held with the party(ies) filing the grievance, the principal, and the Association representative.

Stage III -- If the problem has not been solved in the Stage II meeting, or if the time line has not been met, the grievance shall be presented to the Superintendent in writing. Within two (2) school days of receiving the grievance, a meeting shall be held with the grievant, Association representative, principal, and superintendent of schools. The Superintendent will respond in writing within 72 hours.

Stage IV -- If the grievant is not satisfied, or if the Superintendent fails to respond within 72 hours, the Superintendent or his representative and the Association representative or any other representative of the grievant(s)' choice meet to pick a third impartial party. These three people meet, consider the grievance and issue an advisor opinion. Any cost resulting from the use of the third party, and all other associated costs, will fall to the non-prevailing party. The third impartial party shall determine if there is a non-prevailing party. If there is not a prevailing party, any resulting costs will be equally shared.

Stage V -- If the parties are not willing to abide with the advisory opinion of the three member committee, the Superintendent shall place the grievance on the agenda of the next regular board meeting. The Board shall arrange for a meeting with the grievant, Association representative, or any other representative of the grievant's choice, principal, and Superintendent and/or Superintendent's representative. In all instances, the statutes of Oklahoma shall govern the

discussion of the Board, and the Oklahoma Open Meeting Law shall be followed. The Board's decision shall be included in the minutes of that Board meeting. The Board's decision shall be the final step in the grievance procedure.

C. Exceptions to time limits

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

D. No Reprisals

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

E. Forms for filing grievances shall be attached to this agreement as Appendix K,

ARTICLE 63 - BUSINESS USE OF PERSONAL CAR

Teachers required, in the course of their work, to drive personal automobiles from one school to another shall receive a transportation allowance equal to the current IRS allowable rate. The .20 per mile rate which is preapproved by district administration⁴⁵ shall be given for the use of a personal car for field trips or other business of the district.

ARTICLE 64 – EMPLOYMENT CONTRACTS

Employment contracts shall be distributed to personnel within twenty-five (25) calendar days from the ratification of the negotiated agreement by the Newcastle Board of Education and the bargaining agent. Certified personnel shall be given five (5) calendar days to check the contents of the contract before returning the signed document to the building principal.

45 2016-2017

ARTICLE 65 - COMPENSATION

A. The salaries of teachers covered by this Agreement for the 2009-10 fiscal year are set forth in the following salary schedule⁴⁶.

YEARS	BACHELOR	BACHELORS + NBCT	MASTERS	MASTERS + NBCT	DOCTORATE
0	\$ 32,260.00	\$ 32,600.00	\$ 33,460.00	\$ 33,800.00	\$ 34,660.00
1	\$ 32,635.00	\$ 32,975.00	\$ 33,535.00	\$ 34,175.00	\$ 35,035.00
2	\$ 33,010.00	\$ 33,350.00	\$ 34,210.00	\$ 34,550.00	\$ 35,410.00
3	\$ 33,385.00	\$ 33,725.00	\$ 34,585.00	\$ 34,925.00	\$ 35,785.00
4	\$ 33,760.00	\$ 34,100.00	\$ 34,960.00	\$ 35,300.00	\$ 36,160.00
5	\$ 34,160.00	\$ 34,500.00	\$ 35,360.00	\$ 35,700.00	\$ 36,560.00
6	\$ 34,560.00	\$ 34,900.00	\$ 35,760.00	\$ 36,100.00	\$ 36,960.00
7	\$ 34,960.00	\$ 35,300.00	\$ 36,160.00	\$ 36,500.00	\$ 37,360.00
8	\$ 35,360.00	\$ 35,700.00	\$ 36,560.00	\$ 36,900.00	\$ 37,760.00
9	\$ 35,760.00	\$ 36,100.00	\$ 36,960.00	\$ 37,300.00	\$ 38,160.00
10	\$ 36,110.00	\$ 36,950.00	\$ 38,235.00	\$ 38,575.00	\$ 40,285.00
11	\$ 37,035.00	\$ 37,375.00	\$ 38,660.00	\$ 39,000.00	\$ 40,710.00
12	\$ 37,460.00	\$ 37,800.00	\$ 39,085.00	\$ 39,425.00	\$ 41,135.00
13	\$ 37,885.00	\$ 38,225.00	\$ 39,510.00	\$ 39,850.00	\$ 41,560.00
14	\$ 38,310.00	\$ 38,650.00	\$ 39,935.00	\$ 40,275.00	\$ 41,985.00
15	\$ 38,735.00	\$ 39,075.00	\$ 40,360.00	\$ 40,700.00	\$ 42,410.00
16	\$ 39,160.00	\$ 39,500.00	\$ 40,785.00	\$ 41,125.00	\$ 42,835.00
17	\$ 39,585.00	\$ 39,925.00	\$ 41,210.00	\$ 41,550.00	\$ 43,260.00
18	\$ 40,010.00	\$ 40,350.00	\$ 41,635.00	\$ 41,975.00	\$ 43,685.00
19	\$ 40,435.00	\$ 40,775.00	\$ 42,060.00	\$ 42,400.00	\$ 44,110.00
20	\$ 40,860.00	\$ 41,200.00	\$ 42,485.00	\$ 42,825.00	\$ 44,535.00
21	\$ 41,285.00	\$ 41,625.00	\$ 42,910.00	\$ 43,250.00	\$ 44,960.00
22	\$ 41,710.00	\$ 42,050.00	\$ 43,335.00	\$ 43,675.00	\$ 45,385.00
23	\$ 42,135.00	\$ 42,475.00	\$ 43,760.00	\$ 44,100.00	\$ 45,810.00
24	\$ 42,560.00	\$ 42,900.00	\$ 44,185.00	\$ 44,525.00	\$ 46,235.00
25	\$ 42,985.00	\$ 43,325.00	\$ 44,610.00	\$ 44,950.00	\$ 46,660.00
26	\$ 43,485.00	\$ 43,750.00	\$ 45,110.00	\$ 45,375.00	\$ 47,160.00
27	\$ 44,085.00	\$ 44,175.00	\$ 45,710.00	\$ 45,800.00	\$ 47,860.00
28	\$ 44,685.00	\$ 44,600.00	\$ 46,310.00	\$ 46,225.00	\$ 48,360.00
29	\$ 45,285.00	\$ 45,025.00	\$ 46,910.00	\$ 46,650.00	\$ 48,960.00
30	\$ 45,885.00	\$ 45,450.00	\$ 47,510.00	\$ 47,075.00	\$ 49,560.00

NOTE: This is a compensation schedule. Retirement and insurance costs can be included to reach the minimum.

- B. All teachers shall be given full credit on the salary schedule for full years of teaching experience in any public school district in the State of Oklahoma.
- C. Placement on the salary schedule shall be in accordance with the teacher's years of experience, highest degree, and the number of credits earned beyond said degree as reflected in the salary schedule.
- D. The salary schedule is based upon the teacher's work year as defined in this agreement. For teaching in excess of the teacher's work year, a teacher shall be paid the daily rate of pay provided for in section E below.
- E. The teacher's daily/period/annual period rate shall be determined in the following manner:⁴⁷
 - Daily Rate of Pay = Teacher's Contracted Base Annual Salary/Teacher Contract Days
 - Period Rate of Pay = Daily Rate of Pay/Teaching Periods per Day
 - Annual Period Rate of Pay – Teacher Contracted Base Annual Salary/Teaching Periods per Day
- F. Paychecks will be dispersed on the last working day of each month for the administration building.⁴⁸
- G. Direct deposit is required for all Certified Employees.⁴⁹
- H. Any change in an employee's monthly check initiated by the employer will be accompanied by a note from the administration office.⁵⁰

ARTICLE 66 – 401(a) MATCHING FUNDS⁵¹

Newcastle Public Schools will match funds deposited by certified personnel into a payroll deducted 401a account up to a maximum of twenty-five (25) dollars per month. This is an optional program for certified personnel. There will be a three (3) year vesting period for certified personnel enrolled in the program. Certified personnel who leave the district prior to the end of the three (3) year vesting period shall not receive the matching funds deposited into the 401a; however, they are entitled to their deposited portion. The only exception to this vesting period is for certified personnel who retire from the district prior to the end of the vesting period. If funds are not available, the plan will be reviewed by the Newcastle Board of Education and the NACT and may be discontinued.

ARTICLE 67 – EXTRA DUTY PAY SCHEDULE

- A. Extra duty shall be defined as assignments of duty other than the following:
 - 1. Assigned duties to be performed during the teacher's duty day.
 - 2. Duties assigned pursuant to Article 40.
 - 3. Conferences.
 - 4. Faculty meetings.
 - 5. Staff Development meetings.
- B. Teachers assigned extra duties, other than those set forth in the Extra Duty Compensation Schedule, shall be paid \$20.00 per hour. Such assignments must be approved by the superintendent in writing. Said Extra Duty Compensation shall be paid monthly. This compensation shall be made by separate check and shall not be included in the regular monthly payroll check.
- C. The Board shall determine the compensation to be paid to the teachers for extra duties within the ranges set forth in the Extra Duty Compensation Schedule. Assignments to extra duty shall only

47 2016-2017

48 2016-2017

49 2016-2017

50 2016-2017

51 2013-14

be made by the Board on a fiscal year basis. The presence of an extra duty position on the compensation schedule does not obligate the Board to fill such position.

- D. Extra Duty Assignments which are not related to curriculum or coaching positions shall be posted for at least five (5) days in the month of August⁵² or when a vacancy occurs. The posting will indicate if the position is new or vacant. Any teacher may apply for the posted positions in writing. Teachers currently holding the position are required to apply for the position in order to be considered for it.⁵³
- E. Superintendent's Advisory Council: District recognizes that it's most experienced certified personnel are a valuable resource capable of sharing insights with the administration for the betterment of the District as a whole. In recognition of these benefits, the District therefore establishes the Superintendent's Advisory Council, a volunteer body charged with mentoring teachers, providing input to the Superintendent regarding school climate and other issues, as well as other advisory duties as necessary or as determined by the Council. The term of service on the Council is one (1) school year. Council members may serve up to three (3) terms of service, whether consecutive or nonconsecutive. Membership in the Council shall be limited to certified personnel who have completed thirty (30) years of certified service by the beginning of the term with ten (10) years of the thirty (30) being served at Newcastle Public Schools. Eligible certified personnel who wish to serve on the Council must submit an application to the administration office no later than June 30th of the school year before the term of service begins. In recognition of this service, Council members shall receive a stipend in the amount of \$3,000.00 which shall be paid into a 403(b) Tax Sheltered Annuity Account on the member's behalf⁵⁴ by January 31st of the current school year⁵⁵.
- F. The Extra Duty Compensation Schedule is:

EXTRA DUTY	COMPENSATION
Athletic Director	\$7,000 TO \$12,000⁵⁶
Assistant Athletic Director	\$3,000 TO \$7,000⁵⁷
High School Assistant Coaches	\$2,000 TO \$3,500
Middle School Assistant Coaches	\$800 TO \$1,500
Ball Field Maintenance	\$750 TO \$1,500
Head High School Baseball	\$5,000 TO \$8,000
Head 8th and 9th Grade Baseball	\$2,000 TO \$3,000
Head High School Boys Basketball	\$5,000 TO \$8,000
Head High School Girls Basketball	\$5,000 TO \$8,000
Head 9th Grade Boys Basketball	\$2,000 TO \$3,000
Head 9th Grade Girls Basketball	\$2,000 TO \$3,000
Head 7th & 8th Boys Basketball	\$2,000 TO \$3,000
Head 7th & 8th Girls Basketball	\$2,000 TO \$3,000
Head H.S. Cheerleading Coach	\$5,000 TO \$8,000
Head M.S. Cheerleading Coach	\$1,500 TO \$2,500⁵⁸
Assistant Cheerleading Sponsor	\$2,000 TO \$3,500
Head H.S. Boys Cross Country	\$1,500 TO \$3,000⁵⁹
Head H.S. Girls Cross Country	\$1,500 TO \$3,000⁶⁰
High School Boys Asst Cross Country Coaches	\$1,000 TO \$2,000⁶¹
High School Girls Asst Cross Country Coaches	\$1,000 TO \$2,000⁶²
Head M.S. Boys Cross Country	\$1,000 TO \$2,000⁶³

52 2016-2017

53 2008-09

54 2012-2013

55 2014-2015

56 2015-2016

57 2015-2016

58 2015-2016

59 2012-2013

60 2012-2013

61 2012-2013

62 2012-2013

63 2012-2013

Head M.S. Girls Cross Country	\$1,000 TO \$2,000 ⁶⁴
Head H.S. Fast Pitch Softball	\$5,000 TO \$8,000
Head M.S. Fast Pitch Softball	\$2,000 TO \$3,000
Head High School Football	\$5,000 TO \$8,000
Head 9th Grade Football	\$2,000 TO \$3,000
Head 7th & 8th Football	\$2,000 TO \$3,000
Head H.S. Boys Golf	\$1,500 TO \$2,500
Head H.S. Girls Golf	\$1,500 TO \$2,500
Head M.S. Boys Golf	\$1,000 TO \$2,000 ⁶⁵
Head M.S. Girls Golf	\$1,000 TO \$2,000 ⁶⁶
Head H.S. Slow Pitch Softball	\$5,000 TO \$8,000
Head High School Boys Soccer	\$5,000 TO \$8,000 ⁶⁷
Head High School Girls Soccer	\$5,000 TO \$8,000 ⁶⁸
Head Summer Conditioning Coordinator	\$2,000 TO \$2,500 ⁶⁹
Assistant Summer Conditioning/Weight Training	\$1,500 TO \$1,800 ⁷⁰
Robotics Coach	\$1,500 TO \$2,500 ⁷¹
H.S. Robotics	\$5,000 TO \$8,000 ⁷²
M.S. Robotics	\$1,000 TO \$1,500 ⁷³
Elementary Robotics	\$500 TO \$1,000 ⁷⁴
Head H.S. Boys Track	\$1,500 TO \$3,000 ⁷⁵
Head H.S. Girls Track	\$1,500 TO \$3,000 ⁷⁶
Head M.S. Boys Track	\$1,000 TO \$2,000 ⁷⁷
Head M.S. Girls Track	\$1,000 TO \$2,000 ⁷⁸
Head High School Girls Volleyball	\$5,000 TO \$8,000 ⁷⁹
Head 9 th Grade Girls Volleyball	\$2,000 TO \$3,000 ⁸⁰
Head 7 th & 8 th Girls Volleyball	\$2,000 TO \$3,000 ⁸¹
Head H.S. Weightlifting	\$500 TO \$1,500
Head M.S. Weightlifting	\$750 TO \$1,500 ⁸²
Head High School Wrestling	\$5,000 TO \$8,000
9 th Grade Sponsor per person ⁸³	\$250.00
10 th Grade Sponsor per person	\$300.00
11 th Grade Sponsor per person	\$1,000
12 th Grade Sponsor per person	\$1,250 ⁸⁴
H.S. Academic Team Sponsor	\$1,000 TO \$2,000 ⁸⁵
M.S. Academic Team Sponsor	\$500 TO \$1,000 ⁸⁶
Band	\$5,000 TO \$8,000 ⁸⁷
Club Sponsor	\$250 TO \$750

64 2012-2013

65 2011-12

66 2011-12

67 2011-12

68 2011-12

69 2013-2014

70 2013-2014

71 2014-2015

72 2016-2017

73 2015-2016

74 2016-2017

75 2012-2013

76 2012-2013

77 2011-12

78 2011-12

79 2014-2015

80 2014-2015

81 2014-2015

82 2011-12

83 2015-2016 added per person to grade level sponsors

84 2015-2016

85 2011-12

86 2011-12

87 2011-12

Department Chair-Grade Level	\$250 ⁸⁸
Detention	\$15.00 per hour ⁸⁹
FCCLA	\$500.00
FFA	\$500.00
Gate Keeper	\$7.50 per hour ⁹⁰
Gifted and Talented	\$500
In-Service Site Presenter	\$60 per hr of presentation ⁹¹
RSA Site Coordinator	\$750 TO \$1,000 ⁹²
Shooting Sports/Shot Gun	\$1,000 TO \$2,000 ⁹³
Special Olympics Coordinator	\$750 TO \$1,000 ⁹⁴
Vo-Ag	\$2,000 TO \$6,000
Vocal Music	\$3,000 TO \$5,000
Assistant Vocal Music	\$1,000 TO \$1,500 ⁹⁵
Wellness Center Attendant	\$8.00 per hour ⁹⁶
H.S. Yearbook Sponsor	\$1,000 TO \$3,000 ⁹⁷
M.S./Elem Yearbook Sponsor	\$600 TO \$1,200 ⁹⁸

IEP Meetings \$12.50 per hour when held outside of 8:00 a.m. to 3:20 p.m. No compensation will be given for Special Education teachers and counselors.

Any certified personnel requested by an administrator to drive an activity or field trip school bus or van shall be paid a \$12.50 stipend. When the activity extends beyond regular school hours the driver will be paid at activity trip rate bus driver salary.

ARTICLE 68- CONFIDENTIALITY OF TEACHER DATA

Teachers' names, addresses, phone numbers and social security numbers⁹⁹ shall not be given to any companies or individuals soliciting business or services. In the event individuals request to contact teachers, a return number or address will be requested and the teacher will be invited to return the contact by phone or mail.

ARTICLE 69 - STUDENT OBSERVATIONS

A minimum notice of one day shall be given to a teacher before anyone other than the building principal will make a student observation. Exceptions to this rule for unusual circumstances must be authorized by the respective principal or superintendent.

ARTICLE 70 - PRINTING EXPENSE OF NEGOTIATED AGREEMENT

The NACT and the Newcastle Board of Education will share equally for the printing expense of the negotiated agreement booklet.

ARTICLE 71 - CHAIN OF COMMAND

88 2014-2015

89 2010-11

90 2010-11

91 2008-09

92 2015-2016

93 2012-2013

94 3016-2017

95 2015-2016

96 2016-2017

97 2008-09

98 2008-09

99 2007-08

Teachers shall be informed during In-Service week by the Superintendent as to the appropriate chain of command in the event the site's principal is not available.

ARTICLE 72 - STAFF DEVELOPMENT COMMITTEE

- A. The Newcastle Staff Development Committee shall be chaired by a classroom teacher chosen by the NACT Executive Board, Superintendent and approved by the Newcastle Board of Education.¹⁰⁰
- B. The Staff Development Committee shall be comprised of two classroom teachers from each of the four sites-high school, middle school, early childhood center, elementary school (one from grades 2 and 3 plus one from grades 4 and 5).
- C. Initially, the first person elected to the committee from each site will serve a one year term. The second person elected to the committee will serve a two year term. After the initial year, all terms will be two year terms.
- D. At the end of each term the committee member may run for re-election.
- E. The Superintendent will assign one building principal to the Staff Development Committee on a one year rotation basis.
- F. If a Staff Development Committee member is unable to complete his/her term, the NACT Executive Board and the Superintendent will name his/her replacement.¹⁰¹

100 2008-09

101 2012-13 (ARTICLE 72 B-F)

ARTICLE 73 - RESCINDED¹⁰²

ARTICLE 74 - RESCINDED¹⁰³

ARTICLE 75 - INDIVIDUALIZED EDUCATION PROGRAM¹⁰⁴

- A. When certified personnel is required to attend an IEP meeting, the special education teacher/director shall send any teachers asked to attend the IEP meeting a letter of notification in writing (A minimum of 8 hours prior to the meeting).
- B. Every attempt shall be made to have all IEP reviews completed by May 1st.

ARTICLE 76 - PROBATIONARY TEACHERS EVALUATION

When sites have multiple administrators, first year temporary contract teachers shall be evaluated by the head principal whenever possible¹⁰⁵.

102 2016-2017

103 2016-2017

104 2011-12

105 2012-2013

CERTIFICATES OF RATIFICATION

The parties hereby execute this agreement pursuant to its ratification demonstrated by the certificates herein below.

Independent School District No. 1 of
McClain County, Oklahoma

Gary Knowles
President

Newcastle Association of Classroom
Teachers

Debbie Robinson
President

The undersigned, as President of the Board of Education of Independent School District No. 1 of McClain County, Oklahoma hereby certifies that this Agreement was ratified by a majority vote of the Board of Education on the _____ day of _____.

President

The undersigned, as President of the Newcastle Association of Classroom Teachers hereby certifies that this Agreement was ratified by a vote of the membership of the Newcastle Association of Classroom Teachers on the _____ day of _____.

President

APPENDIX A

PROCEDURAL AGREEMENT FOR NEGOTIATIONS

The "Procedural Agreement for Negotiations", previously negotiated between the Board and the Association, shall remain in effect. It is as follows:

A. AGREEMENT CLAUSE

This agreement is made and entered into this _____ day of _____, 20____, by and between the Newcastle Association of Classroom Teachers, hereinafter termed the "Organization" (or "Association") and the Board of Education of Independent School District No. 1 of McClain County, Oklahoma, hereinafter termed the "Board"; and pursuant to Title 70 Oklahoma Statutes, Sections 509.1 - 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

B. PURPOSE CLAUSE

It is the purpose of this procedure to strengthen methods of administering employer-employee relations through the establishment of an orderly process of communications between school employees and the school district (see Section 509.1) and that the educational welfare of the children of the district is paramount in the operation of the schools and that the development and fulfillment of educational programs of the highest quality require professional working relationships as to all elements of the educational system, and in this sense, it is the intent of this agreement to promote maximum utilization of the specialized abilities, experience and judgment of the teaching profession and all parties sharing responsibility for the quality of instruction in this district.

C. RESERVATION OF POWERS AND PROVISIONS OF LAW CLAUSE

The Board is elected by the qualified electors of the school district and as such, possesses all powers enumerated and/or delegated by the Oklahoma Constitution and the laws of the State of Oklahoma, together with the duties imposed thereby. Except as otherwise provided in this agreement, the Board has the sole and exclusive right and responsibility to exercise all functions and obligations of management. Accordingly, if any provision herein or application of said provisions herein shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law and that all other provisions or applications of this agreement shall continue in full force and effect.

D. RECOGNITION REFERRAL

The Board recognizes the Association as the exclusive bargaining representative for licensed and certified teaching personnel under a current contract with the Newcastle Public Schools. Such recognition shall be as stated in 70 O.S. Section 509.2.

E. DEFINITIONS CLAUSE

1."Bargaining Representative" shall mean the duly elected representative of the "Organization" and the designated representative of the "Board".

2."Legal Consultant" shall mean legal counsel being retained by either party for consultative purposes.

3."Professional Educators" shall mean certified public school teachers employed by the Board, (See Section 509.4) excluding those who have power of rating over other personnel.

F. COMPLIANCE WITH LAWS CLAUSE

The Board and the Organization each agree to acknowledge and comply with those Federal and State statutes or ordinances which may be applicable herein or to subsequent agreements relating to provisions therein and as such, this agreement shall be governed and construed in accordance with the Oklahoma Constitution and the Laws of the State of Oklahoma.

G. ANTI-DISCRIMINATION CLAUSE

No employee shall be discriminated against by the Board and/or its representatives for his exercise or non-exercise of rights under Oklahoma's Professional Negotiations Act (70 P.S. Section 509.1 - 509.10) see section 509.9, nor shall either party discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or membership or non-membership in any other organization, nor shall membership in any organization be required as a condition of employment.

H. SCOPE OF NEGOTIATIONS CLAUSE

Negotiations shall consider wages, hours, fringe benefits, and other terms and conditions of employment.

I. GOOD FAITH CLAUSE

Each party shall negotiate in good faith. To negotiate in good faith shall mean that 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. If either party objects to the other's contract proposals, the objecting party must be willing to support its objections with rationale.

J. NEGOTIATIONS AGREEMENT CLAUSE

When the final negotiated agreement is reached by both negotiation teams, it shall then be made in writing and submitted for approval by the Board and NACT. If so adopted, it shall be entered into the official minutes of the Board, and thereupon, constitute a revision of school district policies and become part of the one-sheet contract.

K. BUDGET LIMITATIONS CLAUSE

All provisions of the negotiations agreement are always subject to sufficient funds being made available to the Board in order to properly carry out the terms of said agreement. When and if it becomes known that sufficient funds will not in fact be available with which to finance certain ratified items, as well as meet the other requirements of the school district, the negotiating teams will meet and renegotiate these items within the framework of the amount of funds available and shall report back to the Board prior to final adoption and filing of the school district budget for the ensuing year in accordance with Oklahoma Law.

L. IMPASSE PROCEDURE CLAUSE

1. Mediation

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

- b. Within two (2) working days of such declaration, by mutual agreement, either party may request the services of the Federal Mediation and Conciliation Service.

2. Fact Finding

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

b. A fact finding committee consisting of three members shall be formed. One member shall be selected by the Association and one member shall be selected by the Board, 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 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 strike a name first 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.

c. 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 the other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

d. The cost for the services of the fact finding committee, including the per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: The Board shall assume the expenses of the representative selected by the Board, 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.

e. 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.

f. 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.

g. 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 party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the 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.

h. The local board shall file a copy of the fact-finding report with the office of the State Superintendent for 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.

M. TERM AND/OR AMENDMENT CLAUSE

This agreement shall be effective upon the signing by the President of the organization and the President of the Board.

If either party desires to change any provision of this agreement, such party shall notify the other on or before May 15th. Such notice shall specify in writing the changes desired. If either party desires changes, each of the parties shall notify the other in writing of their spokesperson.

Negotiations shall begin by June 15th.

APPENDIX B

**REQUEST FOR RECONSIDERATION OF
CURRICULUM MATERIALS**

Title

_____ Book
_____ Periodical
_____ Other

Author _____

Publisher _____

Request initiated by _____

Address _____

City _____ State _____ Zip _____ Phone _____

Do you represent:

_____ Yourself

An Organization (Name) _____

_____ Other Group (Name)

1. To what portion of the work do you object? (Please be specific. Cite pages).

2. Did you read the entire work? _____ What parts? _____

3. What do you feel might be the result of reading this work?

4. For what group would you recommend this work?

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5. What do you believe is the theme of this work?

6. Are you aware of judgments of this work by literary critics?

7. What would you like your school/library to do about this work?

- Do not assign/lend it to my child.
 Consider this book for reevaluation.
 Other: Please explain.

In its place, what would you recommend that would convey as valuable a picture and perspective of the subject treated?

Signature _____ Date _____

APPENDIX C

**NEWCASTLE PUBLIC SCHOOLS
REQUEST FOR VOLUNTARY REASSIGNMENT**

I, _____, request to be reassigned to the following class and/or grade assignment:

when a vacancy occurs, but this request does not obligate me to accept the reassignment if the circumstances are altered. This request shall be kept on file in the personnel office for continual consideration for future vacancies until the office is notified in writing by me that the application is withdrawn.

Teacher's Signature

Date

APPENDIX D

Oklahoma School Code Section 127 (2013) (O.S. § 70-6-101.24)

Procedures for Administrator to Follow for Admonishment of Teacher.

A. Upon full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title, when a teacher receives a rating as measured pursuant to the TLE as set forth in Section 6-101.16 of this title that may lead to a recommendation for the dismissal or nonreemployment of the teacher or when an administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the dismissal or nonreemployment of the teacher, the administrator shall:

1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the performance or conduct.

B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent of the school district for the dismissal or nonreemployment of the teacher.

C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.

D. Repeated negligence in performance of duty, willful neglect of duty, incompetency, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with. **(70-6-101.24)**

Note: Amended by SB 426 of the 2013 Reg. Sess.

Admonishment statute merely requires that the administrator admonish the teacher in writing. It does not dictate how specific the admonishment must be. Mere technical violations do not necessarily result in a denial of due process. *Fields v. ISD No. 1 of Tulsa County*, 2002 OK CIV APP 109, 84 P.3d 779.

Career teacher is not entitled to an admonishment and reasonable time for improvement when teacher committed acts
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demonstrating moral turpitude. Teacher, whether probationary or career, whose dismissal is based on specific irremediable instances of misconduct is not entitled to admonishment. *Hill v. ISD No. 25 of Adair County*, 2002 OK CIV APP 97, 57 P.3d 882.

Admonishment and plan of improvement is not required prior to termination of probationary teacher for misconduct unrelated to teaching performance. *Harjo v. Board of Education of ISD No. 7*, 1999 OK CIV APP 35, 976 P.2d 1096. Statutory requirement that plan of improvement contain a specific time for improvement is a mere technical requirement and failure to comply will not invalidate action to dismiss, particularly where there is no prejudice to teacher. *House v. ISD I-29 of Muskogee County*, 939 P. 2d 1127 (Okla. 1997).

APPENDIX E

Oklahoma School Code Section 132 (2013) (O.S. § 70-6-101.29)

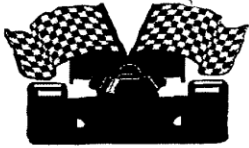
Suspension of Teacher.

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Within ten (10) days' time after the suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to law.

However, in a case involving a criminal charge or indictment, the suspension may extend until the case for the teacher is finally adjudicated at trial. The extension shall not include any appeal process. **(70-6-101.29)**

APPENDIX F

Print Form



NEWCASTLE PUBLIC SCHOOLS

Facilities Use Agreement

Applicant Name: Applicant Organization:

Telephone #: Mailing Address:

Event Description: Estimated Attendance:

Dates(s) Requested: Time of use: To:

Facility Requested:

Additional Information & Equipment Needs

Fee Calculation Worksheet:

Facility Description	Rate	Hours	Subtotal
TOTAL FEES DUE:			

Applicant hereby agrees to the terms and conditions as set forth on the Facilities Use Agreement - District Policy BB.

Signature of Applicant Date

APPLICATION APPROVED BY SCHOOL DISTRICT

Signature of Superintendent or designee Date

APPENDIX G

Oklahoma School Code Section 334 (2013) (O.S. § 70-16-111)

Local Textbook Committee - Examination Copies Adoptions - Requisitions.

A. Except as otherwise provided for in subsection E of this section, the superintendent of schools of each school district in the state shall appoint a local textbook committee consisting of not fewer than three nor more than nine members. Each committee shall have one lay member, with the remainder of the members being teachers employed in the public schools of the district, a majority of whom shall be classroom teachers. The superintendent of schools or a designee who shall be a principal or a curriculum specialist shall serve as chairperson of the local textbook committee.

B. Upon the written request of any duly appointed local textbook coordinator, the publisher of a textbook selected by the State Textbook Committee shall furnish at least one examination copy of the textbook and the teacher edition of the textbook, if one is published, and a copy of software for purposes of complete demonstration and review, if available, to the school district so that the local textbook committee may examine any or all new adoptions in the subjects taught or to be taught in schools in the district.

C. Except as otherwise provided for in subsection E of this section, on or before a date to be fixed by the State Board of Education, each local textbook committee shall adopt textbooks from the multiple list selected by the State Textbook Committee in a manner as shall be prescribed by the State Board of Education. Each local textbook committee shall serve without compensation and shall cease to exist when local adoptions have been completed and shall be replaced by another local textbook committee appointed in the same manner as provided for in this section.

D. Except as otherwise provided for in subsection E of this section, on or before a date to be fixed by the State Board of Education, the superintendent of each school district shall submit to the State Board of Education a textbook plan outlining the estimated number of textbooks needed by the school district and the total amount of money to be expended by the district for textbooks including the allocated funds and any additional supplemental funds to be expended. The superintendent or textbook coordinator appointed by the superintendent shall place orders from the proper depository or depositories for all of the textbooks needed as outlined in the textbook plan by the district for the ensuing year. The superintendent of a school district or textbook coordinator may order any textbooks placed on the official multiple textbook list. If the order exceeds the allocation for each school district as provided in Section 16-114a of this title any additional funds expended shall be reported on the statement of expenditures for the district.

E. For the fiscal years ending June 30, 2013, and June 30, 2014, a school district shall not be required to appoint a local textbook committee, adopt textbooks, submit a textbook plan, or expend money on the purchase of textbooks during the fiscal year if the school district makes the election as provided for in subsection B of Section 16-114a of this title. **(70-16-111)**

The Legislature has mandated that the local committees adopt textbooks from State multiple list. There are no directives as to how the selection process is to be carried out. Therefore, in light of the Oklahoma Constitution and applicable statutes, there is no requirement that a local textbook committee review the full list of textbooks adopted by the State Textbook Committee, but whichever books they select must come from that list. *August 2, 1993 (AG Inf. Op. No. 93-652)*

APPENDIX H

RETENTION FORM

Student Name _____

It is the opinion of the teacher that _____ should be retained in the
____ grade for the ____ - ____ school year. The rationale for this opinion is:

I request my child be retained for the _____ - _____ school year.

Parent/Guardian signature

Date

After consulting with the teacher, I request that my child be promoted for the ____ - ____ school year. I release the school district and its personnel from all liability resulting from my child's promotion at this time and assume full responsibility for this decision.

Parent/Guardian signature

Date

NOTE: All students must be in compliance with the Reading Sufficiency Act to be promoted.

APPENDIX K

NEWCASTLE PUBLIC SCHOOLS
GRIEVANCE FORM

NAME OF AGGRIEVED:

_____ BUILDING:

POSITION HELD:_____

DATE OF INCIDENT SERVING AS BASIS FOR GRIEVANCE:

NAME OF PRINCIPAL/SUPERVISOR:

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

SIGNATURE OF AGGRIEVED

DATE GRIEVANCE INITIATED

STAGE I DECISION:

SIGNATURE OF PRINCIPAL

DATE OF REPLY

STAGE II: DECISION OF SUPERINTENDENT

SUPERINTENDENT SIGNATURE

DATE OF REPLY

STAGE III: DECISION OF BOARD OF EDUCATION

PRESIDENT OF THE BOARD

DATE OF REPLY