

2016-2017

NEGOTIATED AGREEMENT

between the

Pauls Valley Education Association

and the

Pauls Valley Public Schools I018

Board of Education

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ARTICLE I - RECOGNITION

This Negotiated Agreement is made and entered into by and between the Pauls Valley Education Association, hereinafter termed the "Association" and the Board of Education of the Pauls Valley Public Schools, hereinafter termed the "Board".

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

ARTICLE II - PRINTING AND DISTRIBUTION OF CONTRACT

Copies of this Negotiated Agreement shall be printed at the expense of the employer within thirty (30) days of ratification. The Negotiated Agreement shall be presented to all persons currently represented by the bargaining unit. Five (5) copies will be presented to the Association for their use.

ARTICLE III - ASSOCIATION PRIVILEGES

Section 1. Right to Representation at Board Meetings

The Association may address the Board at Board meetings in the same manner as the public and visitors. The Association will follow the procedures outlined in Board of Education Policy BED.

The Association President or his/her designee will be able to pick up an agenda and information packet when it is given to the Board members.

Section 2. Association Use of School Facilities

The Board shall permit the Association use of school facilities for meetings of its general membership or Association committees as designated by the Association's Executive Committee, provided the facilities are scheduled and approved as per current policy.

Section 3. Association Use of School Mail

The Association will have the right to use inter-school mail and teacher mailboxes for non-political communications with teachers.

Section 4. Association Use of Bulletin Boards

The Board grants the Association exclusive use of a bulletin board in each teacher workroom. The bulletin board shall be furnished by the Association.

Section 5. Association Leave

The Board shall provide the Association with five (5) days leave per year for the purpose of conducting Association business. The employee taking such leave shall suffer no loss in salary, benefits, or other contractual or statutory advantage to which he/she is entitled. The cost for a substitute shall be paid by the Association.

Additional days may be provided to the Association upon approval by the superintendent.

The Association president will advise the superintendent of intention to use an Association leave day(s) at least two (2) days prior to the day the leave is to be taken.

The administration may deny the use of a particular day if the absence on that day would cause an undue hardship on the district.

Section 6. Association Use of School Copiers

The Board shall permit the Association to use copiers in each building for the purpose of conducting Association business. The Association shall provide copy paper for this purpose.

ARTICLE IV - GENERAL PROVISIONS

Section 1. Work Year/Work Day

Effective 2016-17, a teachers' contractual year shall be for one-hundred eighty-one (181) days; one hundred seventy-five (175) teaching days, five (5) professional days, and one (1) day at the close of school for checkout. On the checkout day at the end of school, when a teacher has checked out with the principal, the teacher may leave. In the event a teacher needs to check out on a day different from the scheduled day, he or she may work out other arrangements with the principal.

Those teachers assigned to S.O.R.C. shall work an additional thirty-six (36) days and will be paid (at the rate stated on the compensation schedule + 5%) multiplied by 1.2. Teachers assigned to S.O.R.C., who need to meet district staff development requirements may be allowed time off for continuing education in the summer, providing those teachers will not receive additional salary for those days.

Certified staff from within the District shall be given first consideration for summer school positions for which they volunteer.

Providing assigned duties and professional responsibilities related to the proper functioning of the school do not require otherwise, a teacher's normal work day shall be 7 hrs 30 mins.

Section 2. Teacher Personnel Files

Except for pre-employment references, all contents of the teacher's personnel file shall be open for review and reproduction (at a cost of 25 cents per copy) by the teacher and/or the teacher's designee. When unaccompanied by the teacher, the designee must present written notarized authorization to inspect the teacher's files.

Except for pre-employment references, all materials placed in the teacher's file must be signed and dated by the writer and the teacher. A true copy of such material shall be presented to the teacher who shall acknowledge receipt by his/her signature on the file copy. Within two (2) weeks of receipt, the teacher may respond and said response shall be made part of the record. Any adverse materials may be removed by mutual agreement of the teacher, the building administrator, and the superintendent.

Whenever an administrator is contacted by a patron wishing to lodge a complaint about a teacher, and the administrator deems the complaint to be valid, he/she will inform the teacher. A conference will be held between the administrator and the teacher to discuss the complaint before any letter of reprimand is written.

Except for public information, the personnel records of the district are maintained as confidential files.

Section 3. Right to Representation

Any member of the bargaining unit who is subject to a disciplinary conference which includes reprimands, demotions or dismissals, shall have the right to representation. The conference shall not be delayed for more than one-half (1/2) workday in order to secure representation.

This does not limit the immediate supervisor from giving verbal direction and instructions to any teacher.

Section 4. Committee Representation

The Board or Superintendent will appoint at least one (1) teacher to each committee requiring or utilizing teacher participation.

Section 5. Dismissal of Teachers

The suspension or dismissal of a teacher shall be prescribed by state statute. Copies of the current dismissal procedure will be available at each building.

Section 6. Duty Assignments

After input from the teachers, the administration will attempt to provide fair and equitable teacher duty assignments.

When teachers are assigned to more than one school site, the principals of the schools involved shall coordinate their scheduling to preclude the assignment of such teachers to more duties than would normally be scheduled for teachers with like teaching loads.

Section 7. Preparation Time

The Board shall abide by all state laws and regulations for providing preparation time for classroom teachers. The preparation time will be scheduled within the secondary student school day.

Section 8. Classroom Assignment and Preparation

The district shall notify each teacher of his/her tentative classroom assignment prior to the end of the current school year. If a change is necessary during the summer, the teacher will be notified by mail.

Section 9. Lunch Period/Preparation Period Leave

A teacher who is not on duty may leave the school campus during his/her lunch period. A teacher may leave the school campus during his/her preparation period upon approval of the principal or designee.

Section 10. Dress Code

Appropriate attire is essential for a professional educator. All certified personnel will be expected to dress appropriately, according to class assignment.

Section 11. Teaching Facilities

The Board agrees to maintain healthy and safe conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority.

The Board shall provide a teacher's workroom at each school site if space is available. Teachers shall report concerns and inadequacies to their building principals as soon as possible.

Section 12. Selection of Materials, Workshops and Supplies

The administration will provide teachers an opportunity to be involved in the selection of instructional materials, relevant workshops and supplies.

Section 13. Matters Related to Professional Service Transfers

A. Definition

1. The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer.
2. Both unfilled positions and newly-created positions shall be considered vacancies.

B. Notification of Vacancies

1. The superintendent shall deliver to the Association President and post in all school buildings a list of vacancies and newly created positions including extra duty which occur during the year and for the following school year upon knowledge of such vacancies. A listing of said vacancies shall be posted for not less than ten (10) school days prior to their being filled.

2. During the months of June, July, and August, the vacancies will be posted at the superintendent's office and will be sent to any employee who so requests. Employees will provide a stamped, self-addressed envelope for this purpose. (During the summer, notice of vacancies will be mailed to the Association President.)
3. The vacancy list shall include:
 - a. Position title
 - b. Building location
 - c. Status, e.g., permanent, temporary, part-time or itinerant
 - d. Qualifications desired
 - e. Persons to contact for further information

C. Voluntary Transfers

1. Employees who desire transfer may file a written statement of such desire with the superintendent and the board indicating his/her preference of assignment(s) or application for a specific vacancy which will be placed in their personnel files indicating his/her preference of assignment(s) or application for a specific vacancy.
2. Teachers employed in the district may apply and will be considered before applicants from outside the district are considered. The board retains the responsibility and authority to determine the filling of all vacancies.
3. Any request made by a teacher for a position for which they are qualified will be considered fairly and thoroughly. If an employee's request for transfer has been denied, the employee shall be informed in writing within five (5) days of the date of the filling of the vacancy of the reason(s) for denial of the request. A request shall remain active until such time as it is removed by the employee.
4. In the event that more than one district employee applies for the same position, the decision will be based on certification and seniority in the district.

D. Involuntary Transfer

1. If it becomes necessary to involuntarily transfer or assign a teacher, a meeting will be held between the teacher and the superintendent (and/or principal).
2. If the teacher objects to the transfer, the teacher may, within five (5) days of the meeting, present his/her written objections to the superintendent.
3. The superintendent shall provide the teacher with a response within five (5) days.
4. When an administrative transfer is deemed necessary, the principal will consider the educational needs of the students and determine the grade level and/or subject area where the transfer can best be made.
5. When selecting a teacher to be transferred, every attempt will be made to first facilitate the transfer with a voluntary transfer. The principal shall review and consider the individual certifications of teachers. The following criteria, in priority order, will be used to determine which teacher is transferred.

- a. Certification: Standard, then Provisional, then Temporary
 - b. Least years of local teaching experience
 - c. Least years of total teaching experience
- E. Recognizing the legal definition of its duties, the Board of Education considers that among its responsibilities is to maintain and operate a complete public school system of such character as the Board of Education shall deem best suited to the needs of the students, school district and to appraise the general effectiveness of the schools.

The superintendent shall make recommendations to the board of candidates for principal, teacher and supervisory positions, as well as other employees of the school system as the need arises.

When an administrative transfer is deemed necessary, the Superintendent/Principal will consider the educational needs of the students and the overall suitability of the candidate teachers for the assignment in order to maintain the general effectiveness of the instructional program.

The Board, receiving recommendations of the Superintendent, retains the responsibility and authority to determine the filling of all vacancies.
- F. Transfer of Classroom Materials

In the event that a teacher is voluntarily or involuntarily transferred to another classroom in the same building or to another building, the administration will provide assistance from the custodial/maintenance staff to effect the moving of the teacher's personal materials, supplies, and equipment.

Section 14. Faculty Passes

Each employee of the Pauls Valley Public School district shall receive two passes to all school events on the first day that teachers report back to work.

Section 15. Access to Student Records

Teachers shall have access to student records, including achievement test scores, when there is a need for such access as determined by the site principal and in accordance with all appropriate state and federal statutes and regulations.

Section 16. Learning Environment

An appropriate learning environment is essential to the needs of all children. In the event a teacher recognizes that a student may need special attention not available in the regular classroom, the teacher shall consult with the designated administrator regarding the potential need of additional services to the student. The administrator will examine the situation and determine the appropriate action to be taken. All such determinations shall be in compliance with local board policy, state and federal statutes, and rules and regulations.

Section 17. Discipline and Adverse Actions

No teacher shall be dismissed or non-reemployed without "Due Process" as stated in Sections 75-85 of the "Teacher Due Process Act". (Statute 70-6-101.20)

Section 18. Input in School Calendar

Teachers at each site shall be allowed to have input into the school calendar for each upcoming year. Such input shall be submitted by March 15 of each year.

ARTICLE V - TEACHER ABSENCES

Section 1. Sick Leave

Each teacher shall be granted one (1) day per contract month sick leave which shall be cumulative to the maximum of one hundred and twenty (120) days.

Teachers who have exhausted all their sick leave days may use an additional twenty (20) days for sick leave purposes. The teacher shall have deducted from his/her salary the cost of a substitute whether or not a substitute is used.

Each teacher whose absence is necessitated by illness of the immediate family may use accumulated sick leave. The immediate family is defined as a spouse, children, parents, siblings, in-laws, grandchildren, and grandparents.

Teachers may be required to provide documentation of illness upon the request of the administration.

Accumulated sick leave may be used for pregnancy. This leave will be applicable during the term of the pregnancy and shall not exceed six (6) weeks after dismissal of the mother from the hospital following the birth of the baby. With a doctor's written statement, accumulated leave beyond the six (6) weeks may be used.

If a teacher dies while in district service, his/her estate will be paid for all unused sick leave at the rate of forty (\$40.00) dollars per day, not to exceed one thousand five hundred (\$1,500.00) dollars.

Teachers who retire from the Pauls Valley District shall be reimbursed at the rate of forty (\$40.00) dollars per day for each accumulated day over one hundred twenty (120), not to exceed a total amount of one thousand two hundred fifty (\$1,250.00) dollars.

Each teacher will receive a statement of his/her sick days on the first day that teachers have to report back to school of each contract year.

Section 2. Personal Business Leave

Three (3) days of personal business leave will be provided the teacher to each year. These days will be provided at no cost to the teacher for the purpose of conducting personal business that must be conducted at times when the employee is scheduled to work. These days shall not be accumulated from year to year.

Teachers who do not use their personal business leave will be reimbursed at the rate of forty (\$40.00) dollars per day. This reimbursement will be paid in a separate warrant by June 20. If the teachers chooses, instead of accepting forty (\$40.00) dollars reimbursement for each unused personal business leave day, the day(s) may be added to the teacher's accumulated sick leave days. (This addition does not affect the total allowable 120 days of sick leave accumulation.)

An employee who will be absent for reasons of personal business during their regular work schedule, shall provide advance notice, in writing, to the administration, at least twenty-four (24) hours prior to the absence. If the need to apply for personal business leave arrives on a weekend or holiday, 24 hours notice may be given by telephone to the building administrator.

The administration may deny the use of a particular personal business day if the absence on that day would cause an undue hardship on the district.

Personal business leave may not be used during the following times:

- First or last week of school;
- Day(s) immediately preceding or following a holiday or vacation period, and
- Days when school remains in session despite adverse weather conditions.

Section 3. Jury Duty

If a teacher is absent because of jury duty and needs a substitute, the substitute will be paid by the district.

The district shall grant the teacher leave for jury duty service and shall pay the teacher during such service the full, current, contract salary, provided that the district shall receive compensation, excluding reimbursements, received for serving as a juror.

Section 4. Professional Leave

Upon approval of the principal and the superintendent, a teacher's request to attend a workshop, visit another school, or attend a regional or national convention in his/her teaching field will be granted. The cost for the substitute will be paid by the district.

Section 5. Bereavement Leave

Within 10 days of a death in their immediate family, each teacher will be granted five (5) days of leave with no loss of pay, not chargeable to sick leave. Additional days may be requested and must be approved by the superintendent of schools and granted with loss of substitute pay. Immediate family is defined as: spouse, children, parents, siblings, in-laws, grandchildren and grandparents. Additional days may be granted for the death of a relative upon request to the superintendent.

Section 6. Emergency Leave

Each teacher will be provided with two (2) days of emergency leave per year at no cost to the teacher. These days may be used to attend to events of a catastrophic nature for which twenty four hour prior notice is not possible, or for attending a funeral of a person not covered by Art. V Sec 5. These days are noncumulative.

Section 7. Sick Leave Sharing Program

1. A teacher may donate sick leave to another teacher for the following reasons:
 - (a) the recipient has exhausted or will exhaust all available sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the recipient; or,
 - (b) the recipient has exhausted or will exhaust all available sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition of a relative (spouse, child, stepchild, parent, stepparent, grandchild, grandparent) or household member of the recipient; and,

- (c) the condition has caused or is likely to cause the recipient to take leave without pay or to terminate employment.
- 2. A teacher may donate up to ten (10) days of sick leave provided that teacher's total balance does not fall below ten (10) days.
- 3. A teacher may receive up to a maximum of 100 donated days.
- 4. A teacher 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.
- 5. Any donated sick leave may only be used by the recipient for the purpose for which it was requested.
- 6. All sick leave available for use by the recipient must be used prior to using shared sick leave.
- 7. Any unused shared sick leave not used during a particular occurrence shall be returned to the donors on a prorated basis.
- 8. The Board shall be the determining body as to whether a teacher meets the criteria above.

Section 8. Family and Medical Leave

When a teacher has exhausted all accumulated sick leave and personal business leave the teacher may apply for family and medical leave for a period not to exceed twelve (12) weeks in accordance with the district's family and medical leave policy and federal law

- 1. to care for a child recently born to or placed in the adoptive or foster care of the teacher; or,
- 2. to care for the spouse, a child or parent of the teacher due to a serious health condition; or,
- 3. to recover from a serious health condition of the teacher which makes the teacher unable to perform the functions of the teacher's job.

Section 9. Leave of Absence

The Board may grant a career teacher a leave of absence for up to either one (1) semester or one (1) year.

Application for leave of absence without pay for a semester shall be made on or before June 15th if the leave of absence is for the fall semester, or November 15th if the leave of absence is for the spring semester.

Applications for leave of absence for an entire school year shall be made on or before May 1 of that calendar year. In the event that the above mentioned dates for application cannot be met, the teacher will still receive consideration for his or her application from the Board.

A teacher on approved leave of absence will be reinstated at a salary level no lower than that attained at the time the leave was granted.

Sick leave which was accrued prior to the approved leave of absence will be reinstated. Additional sick leave or personal leave will not be granted for the period of one (1) year's leave of absence. Anyone taking a leave of absence for one(1) semester will receive five(5) days sick leave, one-and one-half(1.5) days personal business days and one (1) day emergency leave. A leave of absence for a semester will not change the amount of days for bereavement leave.

Upon return, the teacher will be assigned to the same or compatible position for which they are certified.

Section 10. National Board Certification

A teacher who has been accepted to complete the National Board Certification shall receive up to two (2) days of leave per year for the preparation of his or her portfolio with a maximum of four (4) days of leave over a three (3) year period. A teacher must submit a request for these days to their principal in advance.

ARTICLE VI - REDUCTION IN FORCE

Reduction in Force

- A. Needs of the School District and Students
 - 1. When the Board determines it is necessary to reduce the total number of certified and/or licensed employees in the district, the student and program needs of the district will be the primary criteria in establishing priorities for those to be released.
 - 2. In implementing a reduction in force, the position(s) to be eliminated will be determined by the Board.
 - 3. The need to reduce force will be based on positions, not on the individual occupying the positions.
- B. Non-renewal and Displacement Sequences; the following criteria will be used to determine the teacher(s) to be non-renewed:
 - 1. A licensed teacher in an eliminated position will be released first.
 - 2. A probationary teacher in an eliminated position will be released second. However, if a probationary teacher is certified and qualified for a position held by a licensed teacher, the probationary teacher will be reassigned to that position and the licensed teacher will be released.
 - 3. A career teacher in an eliminated position could be released third. However, the following criteria shall be followed:
 - a. If there is more than one career teacher in an eliminated position, the following criteria, in priority order, will be used to determine which teacher will be reassigned or non-renewed.
 - 1. Certification: Standard, then Provisional, then Temporary
 - 2. Total years district teaching experience
 - 3. Total years teaching experience
 - b. Reasonable accommodation will be made for career teachers in eliminated positions to continue as certified employees of the district.
- C. Recall
 - 1. Teachers who are released because of a reduction in force will have priority, for one calendar year from the time reduction is effective, to fill subsequent vacancies in positions for which they are certified and qualified. Teachers will be offered reemployment in reverse order of release according to the provisions of this policy.

2. For a period of ½ years following the reduction, released teachers will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. A teacher shall remain on the recall list unless the teachers:
 - a. does not accept a position within ten (10) days from the mailing of notice of vacancy as provided above; or
 - b. waives recall in writing; or
 - c. resigns; or
 - d. refuses to accept a position for which he/she was qualified and was offered to him/her by the district.
3. It shall be the teacher's responsibility to see that the district has his/her current address on file, as that address will be used for recall purposes.

ARTICLE VII - EVALUATION OF CERTIFIED EMPLOYEES

Evaluation of Certified Employees

The achievement of excellence in the teaching-learning process is considered to be the primary goal of the Pauls Valley Public Schools. In keeping with this goal, one of the purposes of certified staff evaluation is the improvement of performance, which also strengthens instruction, student learning, and the operation of the school.

I. Teacher Evaluation Procedure regulations are as follows:

1. Definition:
 - A. Administrator means a duly certified person who devotes a majority of his/her time to service as a superintendent, principal, or in any other administrative or supervisory capacity in the district.
 - B. Probationary teacher means a duly certified teacher who has completed less than three (3) consecutive complete school years of teaching service in one (1) school district under a written teaching contract.
 - C. Career teacher means a duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in one (1) school district under a written contract.
2. The Board shall provide every teacher copies of the teacher evaluation policy at the beginning of each school year.
 - A. All evaluations shall be made in writing and evaluation documents and responses thereto shall be maintained in a personnel file for each teacher.
 - B. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated teacher, the Board, the administrative staff making the evaluation, the Board and administrative staff of any school to which such teacher applies for employment, the hearing panel, and such other persons as are specified in writing by the teacher.
3. All probationary teachers shall be evaluated at least twice each year, once prior to November 15, and once prior to February 10. All other teachers shall be evaluated at least once each year, prior to February 10.
4. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
5. Building administrators shall be responsible to evaluate the teachers in his/her unit.
6. Formative observations will be made prior to the summative evaluation. A copy of the formative observation form will be given to the teacher on the day of the observation. The teacher may respond within two (2) weeks. These observation forms will be placed in the official personnel files after being signed by the teacher.

7. Whenever the summative evaluation is made of a teacher, a copy of the evaluation shall be presented to the teacher. The teacher shall acknowledge the written evaluation by his signature thereon. The teacher's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content. If the teacher feels his/her evaluation is incomplete, inaccurate, or unjust, the teacher may, within a period of two (2) weeks, put his/her objections in writing and said response shall be attached to the evaluation report to be placed in his/her personnel file.
 8. Whenever an evaluation identifies poor performance or conduct which may lead to a recommendation of dismissal or non-reemployment, the administrator must prepare in writing recommendations to improve the quality of teaching and to eliminate any difficulties noted in the evaluation. A reasonable time for improvement, not to exceed two (2) months, shall be established. Following remediation, reevaluation shall be accorded to the employee.
- II.** The procedure for evaluation and the instrument of evaluation will be reviewed cooperatively and negotiated by the administration and the Association.
- III.** The evaluation procedure is subject to the grievance procedure, but the evaluation results are not.

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

The following standards of conduct for teachers are adopted pursuant to HB 1017, 70 O.S. Supp. 1990 6-101.21 and 6-101.22.

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

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

PRINCIPLE I

COMMITMENT TO THE STUDENTS

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student access to varying points of view,
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress,
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
5. Shall not intentionally expose the student to embarrassment or disparagement,
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any students
 - c. Grant any advantage to any student,
7. Shall not use professional relationships with students for private advantage,
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II

COMMITMENT TO THE PROFESSION

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

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

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

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

PRINCIPLE III

Pursuant to The Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

1. Willful neglect of duty.
2. Repeated negligence in performance of duty.
3. Mental or physical abuse to child.
4. Incompetency.
5. Instructional ineffectiveness.
6. Unsatisfactory teaching performance.
7. Any reasons involving moral turpitude.

A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.

A teacher may be dismissed, refused employment or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties:

- a. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
- b. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity. (70-6-101.22)

ARTICLE VIII - GRIEVANCE PROCEDURE

I. Definitions

- A. Grievance: A complaint by a teacher(s) that there has been a violation, misinterpretation, or misapplication of the provisions of this Negotiated Agreement.
- B. Grievant: The person(s) making the complaint.
- C. Parties in Interest: A person(s) making the complaint, any person required to take action on the complaint or any person against whom any action might be taken to resolve the complaint.

II. Procedure for Filing a Grievance

A. Level I

The person(s) with a grievance will first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, citing the specific Article and Paragraph alleged to have been violated, with the objective of resolving the matter informally. No written record will be made.

B. Level II

- 1. If the grievant is not satisfied with the Level I decision, he/she may submit the written grievance to the immediate supervisor within five days (5) days of the Level I response, citing the Articles and Section alleged to have been violated and the specific remedy sought.
- 2. The immediate supervisor shall schedule and hold a meeting with the grievant within five (5) days after the receipt of the written grievance. The supervisor shall transmit a written decision to the grievant within five (5) days of the meeting.

C. Level III

- 1. If the grievant is not satisfied with the disposition of grievance at Level II, he/she may submit a written appeal of the grievance to the superintendent within five (5) days after the receipt of the Level II decision. A copy of the original grievance and the Level II response shall be filed with the appeal.
- 2. The superintendent, or designee, shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written appeal. The superintendent, or designee, shall transmit a written decision to the grievant within five (5) days.

D. Level IV

- 1. If the grievant is not satisfied with the disposition of the grievance at Level III, he/she may submit a written appeal to the Board of Education within five (5) days after receipt of the Level III decision.

2. The Board shall hear the appeal at the next regularly scheduled meeting or at a special meeting called for that purpose.
 - a. If the Association is not the representative of the grievant, the Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's view with respect to the grievance prior to the conclusion of the hearing.
 - b. The Board shall transmit its written decision to the grievant, the immediate supervisor, and the Association within five (5) days of the meeting.

E. Right to Representation

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

III. General Provisions

- A. If meetings/hearings involving the grievance procedure are held during the teacher's regular hours of assignment, all persons eligible to participate in the meeting/hearing will be released from his/her duties for that time with no loss of time or pay.
- B. No reprisals of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.
- C. If the time limits are not met, the grievant shall have the right to appeal the grievance to the next level. Time limits, at any level, may be extended by mutual agreement and such agreements shall be in writing and placed in the record for the grievance.
- D. The Association shall have the right to act as the grievant on Article III.
- E. Copies of official grievance, all documents, communications, and records dealing with the grievance shall be kept in a separate file in the superintendent's office and will not be kept in the personnel file of any of the participants.
- F. Both parties will agree that the written records pertaining to the grievance shall be kept confidential, unless such grievance becomes subject to the open records act.
- G. A grievance will begin at whatever level the grievance occurred.
- H. "Days" shall mean school business days.
- I. In the event a grievance occurs in the summer months and involves a site principal, the grievance shall continue when school starts in August.

PAULS VALLEY EDUCATION ASSOCIATION

GRIEVANCE REPORT FORM

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

STEP 1 - LEVEL I

Informal discussion with Principal within 15 days of alleged violation.

STEP 2 - LEVEL II

(If not satisfied with decision on Level I or no decision is rendered within 5 days of presentation of grievance.)

A. Date alleged violation occurred:

B. Statement of grievance:

Relief Sought:

Signature_____ Date_____

(Principal will arrange a meeting within 5 days and provide response, in written form, within 5 days of meeting.)

C. Disposition of Principal:

Signature of Principal_____ Date_____

If additional space is needed for reporting, attach an additional sheet of paper.

STEP 3 - LEVEL III

(If not satisfied with disposition of Step 2 or no decision has been rendered within 5 days of presentation of grievance.)

A. Date received by superintendent or his/her designee:

(Superintendent or designee shall arrange a meeting within 5 days of and provide his/her decision within 5 days of meeting.)

B. Disposition of superintendent or designee:

Signature_____ Date_____

STEP 4 - LEVEL IV

(If not satisfied with disposition of Step 3 or no decision has been rendered within 5 days of meeting with superintendent or designee.)

A. Date submitted to Board:

B. Disposition and award of Board:

Signature of Board President_____ Date_____

*Note: All provisions of article _____ of the agreement dated _____, 20_____, will be strictly observed in the settlement of grievance.

ARTICLE IX - COMPENSATION

Section 1. Compensation Schedule

Each teacher will be placed on the 2016-17 compensation schedule according to his/her years experience, degree, and hours above a Bachelor or Masters degree.

In addition to the state minimum Salary Schedule, two columns are provided: Bachelors Degree + 15 hours and Masters Degree + 15 hours, each of which pay \$450 above the Bachelors Degree and \$450 above the Masters Degree at that experience level, respectively. See columns #2 and #4 of the Compensation Scale.

Replacing the one time stipend of \$664 for step 26; steps 26 and 27 will be paid \$425 above the previous step for that preparation level.

Please refer to the Compensation Scale, page 33.

Section 2. Worker's Compensation

The district shall maintain Worker's Compensation Insurance for teachers. Teachers shall be eligible for benefits from Worker's Compensation according to applicable state laws. A teacher may opt to take sick leave, if available, in lieu of Worker's Compensation.

Section 3. Pay Day

Certified employees shall be paid on the 15th and 30th of each month. If the 15th or the 30th falls on a weekend or a holiday, payday will be the last school day before the weekend or holiday. (The second paycheck in February will be paid on February 28 or 29.)

For the 2016-17 school year, the first payday for teachers will be August 30.

Those employees whose contractual obligations are completed at the end of the school year shall receive the remaining two (2) months (July, August) balance of contract compensation as soon as possible, but will be available no later than June 30th.

All bi-monthly payroll checks will be electronically deposited pursuant to HB 2731-*Direct Deposit Act* beginning with the August 30, 2008 payroll.

Section 4. Employment Contracts

The district will provide each teacher with a written contract or annual update of compensation by November 1.

Section 5. Compensation for Covering Classes

Teachers will not normally be required to forego planning time. Teachers who are requested by the principal/designee to cover a class(s) for another teacher, as a substitute, will be compensated on the following schedule:

- A Secondary Teacher shall receive twelve dollars and sixty cents (\$12.60) for each hour that Teacher serves as a substitute for another Secondary Teacher's class; and
- An Elementary Teacher shall receive six dollars and thirty cents (\$6.30) for each half-hour period that Teacher serves as a substitute for another elementary Teacher's class.

Compensation for covering classes will be paid no later than three (3) weeks after the end of that semester.

Section 6. Personal Use of Vehicle

If it is necessary for teachers to use their personal vehicles for school business, including traveling between buildings due to class schedules, the teacher will be reimbursed at the current IRS rate.

Section 7. Ball Game Duty

Ball games will be worked on a voluntary basis. Teachers who work will be paid twenty-five (\$25.00) dollars per session. Exceptions are the time keeper and announcer; when the 7th, 8th and 9th grade football teams all play on the same night, they will be paid thirty dollars (\$30.00). Workers for Junior Varsity football games will be paid \$15.00 per night.

Teachers will receive pay for working the games in a separate warrant. The warrant will be available one month after each season ends.

Section 8. Compensation for Duty Outside Regularly Scheduled Duty Time

Teachers who are required to attend meetings outside their regularly scheduled duty time, other than meetings required due to their professional standing, will be paid at a rate of five dollars (\$5.00) per hour.

Section 9. Health Insurance

According to HB 2662 all full time employees are covered by health insurance appropriated by the State of Oklahoma.

Section 10. Retirement

The total retirement contribution of each employee will be deducted in equal pay period installments from the employee's total compensation figure and be called a "school-paid (non-taxed) contribution" as defined in Rules and Laws of the Oklahoma Teachers' Retirement System.

Section 11. IRS Section 125

IRS Section 125 Plan shall be made available for all employees. Participation is optional for each employee. Medical deduction/child care deduction is a part of the Cafeteria 125 Plan.

Section 12. Homebound Teachers

Teachers who teach homebound students will be paid no less than the state rate provided by the State Department of Education. If the teachers use their personal car for transportation, they will be paid at the current IRS rate per mile traveled. The monetary compensation will be paid in the following month after the teaching occurs upon proper documentation of the time worked and auto expenses incurred.

Section 13. Teaching a Class in Lieu of a Preparation Period

A teacher who agrees to teach a class for the duration of a school year in lieu of a preparation period shall be compensated at a rate no less than one-seventh (1/7) of that teacher's total compensation per year, excluding any extra-duty compensation. 7/05

Section 14. Alternative Academy Pay Incentive

Teachers assigned to the Alternative Education Academy will be paid at the rate stated on the District Compensation Salary Schedule + 5%, (Figured on a pro-rata basis for that part of the day the Teacher is assigned to teach at the Alternative Education Academy), for each school year the District is awarded the Alternative Education Academy Grant.

Section 15. Class Sponsors

The high School principal shall assign teachers to be sponsors of each High School Class.

Two (2) Junior Class Sponsors and two (2) Senior Class Sponsors shall have the duties of organizing, planning and coordinating activities such as prom and graduation, which are specific to each of those classes.

Those teachers who are assigned to either Junior or Senior Class Sponsors will have the opportunity to volunteer for those four (4) positions.

The high School principal shall choose which volunteers shall serve in these positions or shall appoint teachers to perform those duties if there are not enough volunteers.

Each of these four (4) teachers shall receive five hundred (\$500.00) for performing these duties. Compensation for these duties shall be paid in a separate warrant on or before May 30 of the fiscal year.

Section 16. Librarians

Librarians shall receive a stipend of two thousand (\$2,000) dollars which shall be added to their total compensation.

Librarians shall open the libraries fifteen (15) minutes before the teacher's work day begins and close the libraries thirty (30) minutes after the teacher work day ends, providing they do not have staff development workshops or meetings to attend at that time.

EXTRA DUTY RANGES 2016-17

SPORTS		ESTIMATED WEEKS	RANGE
	Athletic Director	46 wks	\$5000 to \$8000
Baseball	Head Baseball	12 wks	\$2000 to \$3500
Baseball	Assistant Baseball	12 wks	\$1000 to \$2000
Baseball	Jr High Baseball	12 wks	\$1000 to \$2000
Basketball	Head Boys Basketball	14 wks	\$5000 to \$8000
Basketball	Assistant Boys Basketball	14 wks	\$1500 to \$3000
Basketball	Assistant Boys Basketball	14 wks	\$1500 to \$3000
Basketball	9 th Grade Boys Basketball	14 wks	\$1500 to \$3000
Basketball	8 th Grade Boys Basketball	14 wks	\$1000 to \$2000
Basketball	7 th Grade Boys Basketball	14 wks	\$1000 to \$2000
Basketball	Head Girls Basketball	14 wks	\$5000 to \$8000
Basketball	Assistant Girls Basketball	14 wks	\$1500 to \$3000
Basketball	9 th Grade Girls Basketball	14 wks	\$1500 to \$3000
Basketball	8 th Grade Girls Basketball	14 wks	\$1000 to \$2000
Basketball	7 th Grade Girls Basketball	14 wks	\$1000 to \$2000
Football	Head Football	14 wks	\$6500 to \$9000
Football	Assistant Varsity Football	14 wks	\$2000 to \$3500
Football	Assistant Varsity Football	14 wks	\$2000 to \$3500
Football	Assistant Varsity Football	14 wks	\$2000 to \$3500
Football	Athletic Trainer	44 wks	\$2000 to \$3500
Football	9 th Grade Football	14 wks	\$1500 to \$3000
Football	Assistant 9 th Grade Football	14 wks	\$1000 to \$2500
Football	7 th & 8 th Grade Head Football	14 wks	\$1000 to \$2500
Football	7 th & 8 th Assistant Football	14 wks	\$1000 to \$2500
Football	7 th & 8 th Assistant Football	14 wks	\$1000 to \$2500
Golf	Head Boys Golf	12 wks	\$1500 to \$3000
Golf	Head Girls Golf	12 wks	\$1500 to \$3000
Golf	Jr High Golf	12 wks	\$1000 to \$2000
Softball	Head Fastpitch Softball	12 wks	\$2000 to \$3500
Softball	Assistant Fastpitch Softball	12 wks	\$1000 to \$2000
Softball	Jr High Fastpitch Softball	12 wks	\$1000 to \$2000
Tennis	Head Boys Tennis	12 wks	\$1500 to \$3000
Tennis	Head Girls Tennis	12 wks	\$1500 to \$3000
Tennis	Assistant Tennis	12 wks	\$1000 to \$1500
Tennis	Jr High Tennis	12 wks	\$1000 to \$2000
Track	Head Boys Track	12 wks	\$1500 to \$3000
Track	9 th Grade Boys Track	12 wks	\$1000 to \$2000
Track	7 th & 8 th Grade Boys Track	12 wks	\$1000 to \$2000
Track	Head Girls Track	12 wks	\$1500 to \$3000
Track	9 th Grade Girls Track	12 wks	\$1000 to \$2000
Track	7 th & 8 th Grade Girls Track	12 wks	\$1000 to \$2000
Wrestling	Head Wrestling	14 wks	\$5000 to \$8000
Wrestling	Assistant Wrestling	14 wks	\$1500 to \$3000
Wrestling	Jr High Wrestling	14 wks	\$1500 to \$3000

CLUBS & ACTIVITIES	ESTIMATED WEEKS	RANGE
Academic Team, High School	36 wks	\$1500 to \$3000
Academic Team, Jefferson	36 wks	\$1000 to \$2500
Academic Team, Middle School	36 wks	\$1000 to \$2500
Band Director	46 wks	\$6000 to \$10,000
Cheerleader Sponsor, 7 th & 8 th	48 wks	\$1000 to \$2000
Cheerleader Sponsor, High School	48 wks	\$1000 to \$4000
Cheerleader, Assistant 7 th & 8 th	48 wks	\$500 to \$1000
Cheerleader, Assistant Sponsor	48 wks	\$500 to \$1500
Chorus, High School	36 wks	\$1500 to \$2500
Competitive Speech & Drama	36 wks	\$2000 to \$5000
Counselor, High School	44 wks	\$4000 to \$8000
Counselor, Jackson	40 wks	\$3000 to \$6000
Counselor, Jefferson	40 wks	\$3000 to \$6000
Counselor, Middle School	42 wks	\$3000 to \$6000
Curriculum Coordinator	46 wks	\$200 to \$2000
Department Chair	46 wks	\$200 to \$2000
Future Farmers of America/VoAg	46 wks	\$6492 to \$6492
Junior Class Sponsor	36 wks	\$500 to \$2000
Mat Maid Sponsor	14 wks	\$500 to \$1000
Mock Trial Team Sponsor	36 wks	\$500 to \$1500
National Honor Society	36 wks	\$500 to \$1500
Pi Phi Pi	36 wks	\$1000 to \$2500
Student Council, High School	36 wks	\$500 to \$1500
Student Council, Middle School	36 wks	\$500 to \$1500
Technology Director	44 wks	\$3000 to \$6000
Vocational	40 wks	\$2000 to \$2000
Vocational Agriculture	46 wks	\$6600 to \$6600
Yearbook, High School	40 wks	\$1500 to \$3000
Yearbook, Middle School	36 wks	\$500 to \$1500

Pauls Valley Public Schools
Salary Schedule for Certified Teaching Personnel
2016-17

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>B + 15</u>	<u>Master's Degree</u>	<u>M + 15</u>	<u>Doctorate</u>
0	31,600	32,050	32,800	33,250	34,000
1	31,975	32,425	33,175	33,625	34,375
2	32,350	32,800	33,550	34,000	34,750
3	32,725	33,175	33,925	34,375	35,125
4	33,100	33,550	34,300	34,750	35,500
5	33,500	33,950	34,700	35,150	35,900
6	33,900	34,350	35,100	35,550	36,300
7	34,300	34,750	35,500	35,950	36,700
8	34,700	35,150	35,900	36,350	37,100
9	35,100	35,550	36,300	36,750	37,500
10	35,950	36,400	37,575	38,025	39,625
11	36,375	36,825	38,000	38,450	40,050
12	36,800	37,250	38,425	38,875	40,475
13	37,225	37,675	38,850	39,300	40,900
14	37,650	38,100	39,275	39,725	41,325
15	38,075	38,525	39,700	40,150	41,750
16	38,500	38,950	40,125	40,575	42,175
17	38,925	39,375	40,550	41,000	42,600
18	39,350	39,800	40,975	41,425	43,025
19	39,775	40,225	41,400	41,850	43,450
20	40,200	40,650	41,825	42,275	43,875
21	40,625	41,075	42,250	42,700	44,300
22	41,050	41,500	42,675	43,125	44,725
23	41,475	41,925	43,100	43,550	45,150
24	41,900	42,350	43,525	43,975	45,575
25	42,325	42,775	43,950	44,400	46,000
26	42,750	43,200	44,375	44,825	46,425
27	43,175	43,625	44,800	45,250	46,850
28	43,600	44,050	45,225	45,675	47,275

ARTICLE X - NON-DISCRIMINATION STATEMENT

The Board and the Association agree not to discriminate against any member of the bargaining unit for affiliation or non-affiliation with the Association.

ARTICLE XI - SAVINGS CLAUSE

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

ARTICLE XII - CONTRACT REFERENCE

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

ARTICLE XIII - DURATION

The terms and conditions of the Negotiated Agreement shall remain in full force and effect and shall be binding upon the parties for the 2016-17 school year and shall remain in effect until replaced by a subsequent Negotiated Agreement in accordance with the Procedural Agreement.

President of the Board

Executive Board Representative
Pauls Valley Education Association

PROCEDURAL AGREEMENT

I. PURPOSE

1.1 The Board of Education of the Pauls Valley Public Schools and the Pauls Valley Education Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 05-70-509.1 through 05-70-509-10.

II. RECOGNITION

2.1 This Agreement is made and entered into by and between the Pauls Valley Education Association, hereinafter termed the “Association” and the Board of Education of the Pauls Valley Public Schools, hereinafter termed the “Board”.

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

III. SCOPE OF BARGAINING

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

3.2 The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy rules and regulations which are not inconsistent with the Negotiated Agreement.

3.3 There shall be no negotiations on managerial policy including but not limited to the functions and programs of the District, the determination of the District's budget, the organizational structure of the schools, and the selection of personnel.

IV. NEGOTIATIONS PROCEDURES

4.1 Negotiation Teams

4.1.1 The Board and the Association shall each exchange in writing, at the first negotiation session, the names of not more than six (6) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.

4.2 Opening Negotiations

4.2.1 Between May 1 and May 30 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

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

4.2.3 The party which requested negotiations shall submit proposals for negotiations at the first session. The other party shall submit proposals for negotiations at the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties. This is not to prohibit either party from submitting counterproposals to proposals already submitted.

4.3 Negotiations Sessions

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

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

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

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

4.4 Tentative Agreement

4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

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

V. IMPASSE

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

5.2 Within two (2) days of each declaration, the parties shall request the services of the Federal Mediation and Conciliation Service. If such services are available within twenty (20) days they will be utilized. If not available within twenty (20) days mediation will be used only by mutual agreement.

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

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

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

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

5.3.4 The cost for the services of the fact finding committee, including 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.

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

5.3.6 All hearings by the fact finding committee shall be conducted in closed session.

5.3.7 The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact finding meeting shall present its written recommendation to the Board and the Association. The report shall set forth finds of fact and recommendations on the issues submitted.

5.3.8 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 section, either party may discontinue such effort.

5.3.9 The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for

ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

VI. NO STRIKE CLAUSE

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

VII. SAVINGS CLAUSE

7.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect.

VIII. DURATION OF AGREEMENT

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

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

