

NEGOTIATED AGREEMENT
2016-2017
PIEDMONT BOARD OF EDUCATION
AND
PIEDMONT ASSOCIATION OF EDUCATORS
PIEDMONT PUBLIC SCHOOLS
PIEDMONT, OKLAHOMA 2

TABLE OF CONTENTS

100: PROCEDURAL AGREEMENT FOR BARGAINING

Article 101 - Recognition

Article 102 - Scope of Bargaining

Article 103 - Bargaining Procedures

Article 104 - Impasse Resolution

Article 105 - Saving Clause

200: GENERAL CONTRACT

Article 201 - Non-Discrimination

Article 202 - Savings Clause

Article 203 - Printing & Distribution

Article 204 - Payroll Deductions

Article 205 - Association Privileges

Article 206 - Employee's Privilege to Representation

Article 207 - Employee's Privilege to Engage in Private Enterprise

Article 208 - Health & Safety Provision

Article 209 - Individual Contract Consistent with Master Agreement

300: CONDITIONS OF EMPLOYMENT

Article 301 - Assignments

Article 302 - Work Day

Article 303 - Duty Free Lunch

Article 304 - Class Size

Article 305 - Work Year

Article 306 - Notice of Vacancies

Article 307 - Voluntary Transfer

Article 308 - Involuntary Transfer

Article 309 - Employee Reduction in Force Policy

Article 310 - Staff Evaluation

Article 311 - Personnel File

400: LEAVES

Article 401 - Sick Leave & Accumulation

Article 402 - Personal Business Leave/Emergency

Article 403 - Professional Leave

Article 404 - Association Leave

Article 405 - Extended Leave & Leave Without Pay

Article 406 - Family/Medical Leave 3

500: COMPENSATION

Article 501 - Pay Periods

Article 502 - Activity Pass

Article 503 - Employee Travel

Article 504 - Salary Credit

Article 506 - Extra Duty Assignments

Article 507 - Covering Classes & Driving Buses

Article 508 - Continuing Education

Article 509 - Summer programs

600: GRIEVANCE PROCEDURE

Article 601 - Definitions

Article 602 - Procedure for Filing a Grievance

Article 603 - General Provisions

700: SIGNATURE PAGE

Article 701 - Annual Duration Statement/Signature Page

800: APPENDIX

Appendix 1 - Salary Schedule

Appendix 2 - Employee Contract

Appendix 3 - Grievance Report Form

Appendix 4 - Evaluation Form

Appendix 5 - Plan for Improvement Form 4

PART 100. PROCEDURAL AGREEMENT FOR BARGAINING

This agreement is made and entered into by and between the Piedmont Association of Educators, hereinafter termed the Association, and the Board of Education of Piedmont Public Schools, hereinafter termed the Board.

Article 101: Recognition

101.1 The Board hereby recognizes the Association as the exclusive bargaining representative for all contracted (full or part-time) certified and licensed employees who are not administrators, except those who have stated in writing to the Board that they do not desire to be represented by the Association.

101.2 All certified and/or licensed teachers under contract with Piedmont School District, except administrative personnel, shall have the right to join, participate in, and assist the Association or have the right to refrain from such activities. The Board and/or the Association shall not discriminate against any person, regardless of membership or non-membership in the Association or for participation or non-participation in any phase of the bargaining process.

Article 102: Scope of Bargaining

102.1 The Board and the Association agree to bargain in good faith on matters of wages, hours, fringe benefits, and other terms and conditions of employment, in accordance with O.S. 70-509.6.

102.2 There will be no bargaining on inherent managerial rights, including its power to make policy, select and assign personnel, determine the budget, and manage the school system, as defined by The School Laws of Oklahoma.

Article 103: Bargaining Procedures

103.1 The Association and the Board shall each designate one representative from each building to serve as their bargaining teams. Alternates may be designated; however, alternates will attend the meetings only when serving in the place of a regular team member.

103.2 All bargaining shall take place between the designated representatives of the parties. The representatives of each party shall have authority to make proposals and counter-proposals, to compromise, and to make agreements subject to ratification by the parties. 5

103.3 All bargaining will be conducted in closed session.

103.4 A written request for a bargaining session between representatives of the Association and the Board shall be submitted by either party before May 30. A bargaining session is defined as that time from the presentation of proposals through ratification of the agreements.

103.5 The initial bargaining meeting of a session shall be held within thirty (30) calendar days of the date of the written request for a bargaining session.

103.6 The party which submitted a written request for a bargaining session will present all of their proposals at the first bargaining meeting. The other party will present all of its proposals at the second meeting. Details on salary and fringe benefit proposals will be submitted after the educational appropriations have been made by the state legislature.

103.7 Bargaining meetings will be held at times outside of work hours and places mutually acceptable to the spokespersons of the respective parties.

103.8 During meetings, each party is free to caucus at any time.

103.9 The chief negotiator for each team will serve as spokesperson for his/her team unless he/she designates another team member as spokesperson for that meeting.

103.10 Any team member may address any issue on the table after recognition by the spokesperson of his/her respective team.

103.11 All designated team members are expected to be present for the duration of any meeting they attend.

103.12 Upon reasonable request, the parties shall provide each other with information regarding negotiations.

103.13 A chairperson for each meeting will be alternated between the chief negotiators.

103.14 Minutes of major discussion points will be kept during each meeting. The chief negotiators will sign the minutes and copies will be given to team members.

103.15 Other meeting ground rules, such as refreshments, shall be set by mutual agreement at the table.

103.16 Tentative agreement reached as a result of bargaining will be reduced to writing and will have the approval of the chief negotiator of each team. Such tentative agreements shall be set aside pending final approval or ratification as a package first by the Association

and subsequently by the Board. Upon approval and after necessary action by the Association and the Board, terms of the agreement shall be implemented.

103.17 This Agreement shall be posted on the District website.

Article 104: Impasse Resolution

104.1 If negotiations are not successfully concluded by the first day of school, impasse shall exist. At an earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three member fact-finding committee. This committee shall consist of:

1. One member who shall be selected by the representatives of the Association within five (5) days after the reaching of impasse;

2. one member who shall be selected by the local Board of Education within five (5) days after the reaching of impasse; and

3. one member who shall serve as chairperson of the committee and shall be selected as follows:

a. The State Board of Education shall appoint as fact-finders not less than twenty or more than thirty persons to be placed on the State Superintendent's list of fact-finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact-finder.

b. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact-finders. An appointee must be removed immediately if he or she becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.

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

The parties shall select the fact-finder from the five names within fifteen (15) days after receiving the list of fact-finders.

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

104.2 Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished by each party to the chairman and other members of the committee.

104.3 The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.

104.4 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

104.5 The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

104.6 The Association and the Board will each be responsible for the fees and costs of its member on the fact finding committee and shall share equally in the fees and costs of the third member.

As set forth in O.S. 70-509.8, the procedures provided for resolving impasse shall be the exclusive recourse for the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. If the Association or its members engage in a strike, then the Association shall cease to be recognized as 8

representative of the unit and the Board shall be relieved of the duty to negotiate with the Association or its representatives.

Article 105: Savings Clause

105.1 Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part will be automatically deleted from the agreement to the extent that it violated the law. The remaining provisions will remain in full force and effect for the duration of the agreement if not affected by the deleted parts. Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations within thirty (30) calendar days for the purpose of arriving at a legally permissible replacement for the deleted part.

PART 200: GENERAL CONTRACT

Article 201: Non-discrimination

201.1 There shall be no discrimination against any employee covered by this contract in

a manner which would violate any applicable laws on the basis of race, color, creed, national origin, age, sex, or marital status in the evaluation, employment, transfer or promotion of personnel.

Article 202: Savings Clause

202.1 Should any part of this agreement be declared invalid by statute or a court of Final jurisdiction, said part will be automatically deleted from the agreement to the extent that it violates the law. The remaining provisions will remain in full force and effect for the duration of the agreement if not affected by the deleted parts. Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations within thirty (30) calendar days for the purpose of arriving at a legally permissible replacement for the deleted part.

Article 203: Printing and Distribution

203.1 The Board and Association will share in the cost of the final preparation and printing of the agreement to be typed by a member of the Piedmont School's secretarial staff at the prevailing hourly wage. The Association will provide the paper and manpower to run the copy machine. The Board will provide the copy machine.

203.2 The Board will make every effort to have in the hands of the association membership, a copy of the tentative agreement to be proofread, within 10 working days. The association will have 10 working days to proof read and return the tentative agreement to the Board. The Board will then have 10 working days to type and return a final copy to the association leadership for distribution.

203.3 The format for printing shall be mutually agreed upon after negotiations are finalized.

Article 204: Payroll Deductions

204.1 In addition to those deductions required by state and federal law, each Employee may upon written authorization and computer capability, initiate the following payroll deductions:

A. Oklahoma Educators Credit Union;

- B. School approved health, hospital, life, cancer, dental and vision insurance;
- C. Annuities, IRS approved;
- D. Professional Association dues (i.e. OEA, NEA, etc.);
- E. Salary protection;
- F. Other items as approved by Board of Education policy

204.2 Employees wishing to change any part of their payroll deduction options may do so by giving written notice to the administration at least two (2) weeks prior to the next payroll date.

Article 205: Association Privileges

205.1 Authorized representatives of the Association shall be permitted to transact official Association business on school property before or after the designated workday with principal's permission. The Association may use the classroom computers to check and send e-mail regarding PAE and OEA and to create Association materials. All Association business must be done before or after school hours.

205.2 The District will comply with state and federal law and will make information available during reasonable hours.

Article 206: Employee's Privilege to Representation

206.1 After a conference with the principal and/or superintendent, the teacher may request a follow-up meeting accompanied by a representative of his/her choosing.

Staff members may request the building representative to be included in meetings with administration. Administration will have the right to request a witness of their choosing as well.

Article 207: Employee's Privilege to Engage in Private Enterprise

207.1 An employee shall have the right to engage in any type of lawful private enterprise or other gainful employment in addition to his/her employment with the District, provided said employment does not conflict or interfere with ability of the employee to function at an acceptable level in his/her respective position.

Article 208: Health and Safety Provision

208.1 The Board will strive to maintain healthy and safe conditions at the school site in compliance with applicable statutes and/or regulations. Employees will not be required

to work under unsafe or hazardous conditions as determined by a proper regulatory authority.

208.2 The Board will strive to provide adequate teaching facilities, clean and sanitary restrooms, running water in each building, certified employee's lounge at each school site and access to a private telephone. Employees will report concerns of inadequacies to their building principal.

208.3 The Board will strive to improve health services as provided by Canadian County Health Department.

Article 209: Individual Contract Consistent with master Agreement

209.1 Each employee shall be provided an individual contract no later than 30 days after ratification of the Master Contract by the Association and the Board. The individual contract will comply with all provisions of the master agreement.

Part 300: CONDITIONS OF EMPLOYMENT

Article 301: Assignments

301.1 Notify teacher of tentative change in assignment by June 1.

301.2 All teachers with proper certification with the Piedmont Schools system will be considered when making teaching assignments.

Article 302: Work Day

302.1 The employee work day will begin thirty minutes before the first class begins and the work day will end thirty minutes after the last class dismisses. However, meetings, conferences, and other school related duties required by the administration may extend the workday a reasonable length of time.

Employee Start and End Times:

Primary 8:00-4:00

Elementary 8:00-4:00

Stone Ridge 8:00-4:00

Northwood 8:00-4:00

Intermediate 7:20-3:20

Middle School 7:20-3:20

High School 7:20-3:20

302.2 Building principals will strive to limit meetings, conferences, and other school related duties to two per month. The meetings shall not start before reporting time or last past 30 minutes beyond the end of the contract day. This provision does not apply to training, including district sponsored staff development training.

302.3 Efforts will be made to keep before or after school meetings to a minimum during the weeks that report cards are issued.

Article 303: Duty Free Lunch

303. 1 Each certified employee shall be guaranteed a duty free lunch period daily for a period of not less than thirty (30) consecutive minutes, unless there are no volunteers for lunch duty. At that time a teacher may be required to forego their duty-free lunch time to perform lunch duty.

303.2A Principal will request volunteers from the teaching staff to stand lunch duty for thirty minutes every day for the semester. The volunteer with the most seniority in Piedmont 13

Public Schools would receive the duty. If no one volunteers, the principal shall appoint teachers on a rotating basis to be paid according to Article 506.1.

303.2B At the elementary level, teachers' aides will be used to cover lunch duty as long as this is possible. When it is no longer possible, lunch duty will be covered through the same process as in 303.2A, payable on a semester basis.

303.3 A teacher performing voluntary lunch duty supervision during a thirty (30) minute lunch per day for an entire semester shall be compensated four hundred ninety five (\$495), payable monthly.

303.4 If the duty teacher is absent, the five dollars will be deducted from that teachers pay. If another teacher stands the duty, he or she will be compensated five dollars (\$5.00) for each 30 minute lunch period.

303.3 The principal retains the right to determine the number of lunch duty supervisors for each 30 minute lunch period.

303.4 Any teacher appointed for a lesser number of days will be paid proportionately.

Article 304: Class Size

304.1 The Board agrees to abide by the state law and penalties related to class size.

Article 305: Work Year

305.1 The work calendar will be a maximum of 175 instructional days and six (6) professional days totaling 181 working days as shown in the calendar.

305.2 The Association may provide input to the Superintendent regarding the calendar for the ensuing year. The Superintendent will consider any suggestions before making a recommendation to the Board.

Article 306: Notice of Vacancies

306.1 Any certified and administrative position openings will be posted on website.

Article 307: Voluntary Transfer

307.1 A request for a transfer will be made in writing to the superintendent and will

include the grade and or subject to which the employee desires to be transferred and the applicant's academic qualifications and reasons for the request. In filling vacancies, the district will hire or transfer the person that best meets the needs of students. All teachers within the Piedmont School System who request transfer and who hold proper certification will be considered along with their qualifications and granted an interview for any vacancy which occurs.

307.2 Should a vacancy occur during the school year, requested transfers to this

position will be considered at the time of the vacancy; however, a request for a transfer must be made to the superintendent within two (2) working days after the vacancy is posted.

Article 308: Involuntary Transfer

308.1 If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, all teachers within the system holding the proper certification will be considered. A meeting will be held between the employee involved, the principal and/or the superintendent. If the employee objects to the transfer, reasons for the objection will be written to the principal and/or the superintendent. The Administration reserves the right to make involuntary transfers and will decide in the best interest of the students.

Article 309: Employee Reduction in Force Policy

309.1 The need to reduce the number of certified personnel may arise because of any or all of the reasons that follow:

- A. Existing or projected decreases in revenue.
- B. Existing or projected decreases in student enrollment.
- C. Existing or projected changes in educational programs or curriculum.
- D. The primary standard in implementing any reduction in force shall be the

maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus, and the unique/multi-dimensional needs of the students.

Natural attrition will always be used as the first means of reducing the force. 15

309.2 Should this occur, every effort will be made to accomplish the necessary reduction by attrition. When this is not possible, reduction in force will be made according to the following policy.

Reduction in Force Provisions

Certified Teaching Personnel

(In Force Beginning July 1, 2012, to Implement SB 2033 Terms)

Prompting Oklahoma Legislation

Oklahoma Statutes at Section 6-1-1.31 of Title 70, provides as follows:

“ The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a reduction –in-force plan shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act.”

A. If there is more than one career employee in the position being reduced, the following criteria, in this order, will be used to determine which of the career employees will be retained. Composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District Teacher and Leader effectiveness evaluation System (TLE) for each year

in which the TLE has been in effect. If the composite rating of the teachers in affected positions are identical then the following, **in this order**, shall control:

1. Certification in a retained teaching position. A career employee with standard certification for the retained position will be retained over a career employee with a temporary certificate or a license.

2. Seniority in the amount of continuous contracted certified employment in the district. The part time employee will receive one-sixth year of credit for each teaching hour contracted.

3. Total years experience in certified teaching.

4. A lot drawing made by the superintendent in the presence of an authorized representative of the bargaining association.

B. If there is more than one licensed or probationary employee in the position being considered, the criteria listed in Item “A” 1-4, in that order, will be used in determining which of the licensed or probationary employees will be retained and which will be terminated.

C. Any employee who is relieved from active employment with the Piedmont

Public Schools as a result of this policy shall be given written notice by certified mail of that fact through the Office of the Superintendent within ten (10) days following Board of Education action.

D. Employees removed from active employment status as a result of this policy shall remain on a recall list for one (1) calendar year after the effective date unless the employee.

1. Waives recall rights in writing.
2. Resigns
3. Fails to accept reappointment to any position for which the individual held a standard certification at the time the employee was removed from active employment status.

E. All teaching vacancies which occur while there are active names on the recall list will be filled from the recall list unless:

1. No employee on the recall list holds a standard certificate.
2. All employees on the recall list who hold a standard certificate for the vacant position decline the offer to fill the vacancy.

F. Employees on the recall list shall be offered reinstatement in reverse order of layoff.

G. Upon reinstatement, recalled employees shall be granted full benefit status

For the position accepted and shall be given credit for all previously accrued leave and teaching experience as provided by local policy and state statutes.

1. The offer of recall shall be made by certified mail, return receipt requested. Within fifteen (15) days of receipt of the notice, the recalled employee shall notify the superintendent of schools by certified mail of his or her respective decision. If the recalled employee fails to notify the superintendent within the fifteen (15) day period of his or her decision, the employee shall be deemed to have waived his or her right to a recall position. The employee shall be responsible for notifying the administration by certified mail of any address change.

309.3 All benefits to which employees were entitled at the time of their layoffs, including seniority, career status, retirement, accumulated sick leave, and professional leave will be restored to employees upon their return to active employment and such employees

will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

309.4 All employees involved in Reduction in Force (RIF) will have the option of continuing their insurance program through the school. Said employees will be responsible for full payment of the premium. This benefit will be provided throughout their recall period.

Article 310: Staff Evaluation

The purpose of teacher evaluation in the District is to improve the quality of instruction. In seeking this goal, two primary objectives are acknowledged. First, the observations and evaluation of teacher performance is intended to identify the teacher's strengths and weaknesses, to agree upon strategies for reinforcing strengths and remediating weaknesses, and to follow through on the steps designed to improve the teacher's performance. The second objective of evaluation is to provide a rational basis for administrative decisions regarding continued employment.

Senate Bill 2033 alters probationary and career status definitions for teachers who will become employed by the district for the first time on or after 7/1/2012.

310.1 The Piedmont school district will be using the Tulsa Public Schools TLE evaluation process in its entirety beginning with the 2012-13 school year. The Tulsa Public Schools TLE is comprised of **observations, evaluations, conferencing and opportunities for feedback and support. Every evaluation** must be supported by (built upon) at least **two observations** in addition to the evaluator's overall assessment of the teacher's performance.

Article 311: Personnel Files

311.1 A personnel file for each employee will be kept in the superintendent's office.

Said personnel file may contain the following:

- A. Evaluation reports and responses thereto.
- B. Annual employee contract.
- C. Employee's certificates.
- D. Letters of recommendation and commendation.
- E. Letters of criticism.
- F. Official personnel action documents, including letters of reprimand and/or admonishment and verification of meeting requirements of plan for improvement.
- G. Official transcripts and resumes.
- H. Other materials mutually agreed upon. 18

I. Employees will be given the opportunity to sign all items referred to in A-H before said items are placed in the personnel file. This will become effective with the ratification of this negotiated agreement.

311.2 Employees shall have the right to review the contents of his/her personnel file at times when the superintendent's office is open to conduct business. Employees may be accompanied by a representative and may authorize a representative to inspect his/her file. The file is not to be removed from the superintendent's office. The employee may have copies made of the contents of his/her file.

PART 400. LEAVES

Article 401: Sick Leave and Accumulations

401.1 Each employee will have ten (10) days sick leave each year. The ten (10) days will

become vested at the beginning of each school year. Employees may be absent from their duties for: personal illness, immediate family illness, injuries, job related injuries, pregnancy, death in the immediate family, without the loss of salary, for a period not to exceed their accumulated sick leave. Sick leave is accumulated up to one hundred thirty (130) days total.

401.2 When sick leave is exhausted, the employee shall receive full contract pay, less the amount actually or normally paid to a substitute for an additional twenty (20) days maximum. After this time, an employee may apply to the sick leave bank, if eligible. After having exhausted all leave available under the sick leave bank, or if not approved or not eligible for use of the bank, the teacher may apply to the Board for extended leave without pay until the end of the contract period or until the employee is able to return to work.

401.3 Provisions will be made whereby the employee can arrange personal payment for all professional dues and insurance. When the employee recovers sufficiently to perform regular duties and returns to work, the employee shall be restored to such position or to a position of like seniority and status.

401.4 Supervisors may request doctor's verification for any extended sick leave of three (3) or more days.

401.5 Upon retirement, an employee will be compensated \$5.00 for each unused day of sick leave. Unused sick days are defined as those days not used towards retirement. An employee will only be paid for unused sick days accumulated but not used while at Piedmont. Current year sick days are to be used first. This plan is not retroactive. It will begin with the 1995/96 school year.

401.6 Efficiency pay for sick leave days not used from the sick and personal days assigned each year will be paid at a rate as follows. This is not retroactive and will begin with days received for the 2014-15 school year.

Take zero sick/personal days = \$550 Take 1 day sick/personal days = \$450 Take 2 days sick/personal days = \$200

Take 3 sick personal days = \$100

Take more than 3 sick/personal days = \$0

401. 7 The Sick Leave Bank shall permit certified employees to contribute one day of sick leave each year to a certified employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

Records of the sick leave bank will be kept in the district administration office.

A. A certified employee may be eligible to receive shared leave pursuant to the following conditions:

- a. The receiving employee has exhausted, or will exhaust, all available full-paid leave.
- b. The receiving employee has submitted a statement of need to the Superintendent or designee.
- c. The condition has caused or is likely to cause the receiving employee to go on leave without pay or to terminate employment.
- d. The receiving employee has contributed to the Sick Leave Bank by September 25 of the current school year.
- e. The receiving employee has abided by district policies regarding the use of sick leave.

B. General Provisions

- a. The request for days from the sick leave bank shall be in writing and submitted to the Superintendent or designee at least ten (10) days prior to the time the leave is needed unless an emergency.
- b. The Superintendent's appointee will consider the merits of the request.
- c. A certified employee is eligible for up to fifty (50) days a year as long as they contributed to the sick leave bank during the year they are making the request.
- d. The requesting employee shall be notified in writing whether their request was approved or denied.
- e. Donation to the Sick Leave Bank will not impact unused sick days when determining amount of Efficiency Pay.

Article 402: Personal Business Leave/Emergency

402.1 Each employee will have three (3) days of personal business leave each year.

Personal leave should be used for events which cannot be rescheduled for a more convenient time. The employee must notify the principal in writing of intention to use personal leave at least 24 hours prior to use. Personal leave will be allowed the day before or after any scheduled holiday for the 2016-2017 school year. During the last two (2) weeks of the school year, personal leave shall not be taken except for emergencies and special occasions with prior approval from the building principal. Any personal day(s) not used will accrue to sick leave.

402.2 The school district will pay the substitute for approved personal leave.

Article 403: Professional Leave

403.1 Each building will be allotted one day per teacher for professional leave. This leave must be approved by the principal. The substitute will be paid by the district for all approved professional leave.

403.2 No more than five (5) employees on a district-wide basis will be granted professional leave on any given day.

Article 404: Association Leave

404.1 The District will provide the Association with five (5) days paid leave for the purpose of conducting Association business. The Association president will advise the principal and/or superintendent of intention to use an Association leave at least one (1) day prior to the day leave is to be taken. The employee taking such leave will suffer no loss in salary, benefits, or position to which the employee is entitled. The leave must be approved by the principal.

Article 405: Extended Leave and Leave Without Pay

405.1 An employee may be granted a leave of absence without pay. Employees may request an unpaid leave for a period, which shall not exceed one school year. Request for such a leave must be made in writing to the superintendent and approved by the Board. As a condition of approval, the employee must state that the reason for the leave is not for the purpose of accepting other employee.

Article 406: Family/Medical Leave (Nego. 9/13/93)

406.1 All employees of Piedmont Public Schools who have been employed for one (1) calendar year and worked a minimum of 1,250 hours in any calendar are eligible for unpaid family/medical leave.

406.2 Eligible employees are entitled to receive up to twelve (12) unpaid work weeks of leave during any 12 month period for any of three reasons:

1. Birth, adoption, or foster placement of a child by an employee;
2. The care of an employee's parent, spouse, son or daughter who suffers from a serious health condition;
3. A serious health condition of an employee that makes the employee unable to perform job duties.

406.3 All applicable leave (i.e. / sick leave, personal leave, and vacation) must be exhausted before family and medical leave will be granted. Before any leave is taken, the Board of Education will review formal requests involving extreme and/or exceptional circumstances. Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of career status. All health care benefits paid by the employer shall continue during the time of the leave. However, the leave time will not be counted toward career status. The employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

406.4 The employee shall present certification by a physician of the necessity of medical leave. Certification shall require the following information:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the medical condition;

4. For purposes of leave to care for another, a statement that the employee is needed for care and an estimate of the amount of time that such employee will be needed to care for the relative;

5. For purposes of the employee's own condition, a statement that the employee is unable to perform job duties;

6. In the case of requested intermittent or reduced leave schedule for planned medical treatment, the dates of the treatment to be given and the duration of the treatment; and,

7. In the case of requested intermittent or reduced leave schedule for the care of a relative, a statement that the employee's intermittent leave or leave on a reduced schedule is needed for the care of the relation, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

406.5 If the district deems it necessary or desirable, the superintendent may require a second opinion by a physician selected and paid for by the district. If the first and second opinions differ, the district, again at its expense, may require the binding opinion of a third health care provider, approved jointly by the employee and the district.

406.6 Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide 30 days of advance notice or as many days of advance notice as are practical.

406.7 Five (5) days of paid bereavement leave are allowed to be used for spouse, parents, children, in-laws, siblings, grandparents, aunt, and uncles. 23

PART 500.

ARTICLE 501: PAY PERIODS

501.1 All employees shall be paid in 12-month payments.

501.2 Pay dates of the 2016-2017 school year will be on the following days:

September 15 January 13 May 15

October 14 February 15 May 26

November 15 March 10 June 2

December 15 April 13 June 14

501.3 Direct deposit will be provided to the staff beginning with the 2000-2001 school year.

(This article must comply with state law, which stipulates that employees must complete 20 working days prior to compensation being rendered.)

*If you have annuities, savings deposits, or insurance premiums withheld from your pay check, the summer deposits will be made to your accounts according to the following schedule: June-after June 15, July-after July 15 and August-after August 15.

Article 503: Activity Pass

503.1 The Board will provide activity passes to all school sponsored events for each employee, his/her spouse, and independent children.

503.2 Employee must be present at the event in order for pass to be valid.

Article 504: Employee Travel

504.1 If travel is approved by the administration and required by the District using the employee's own vehicle, reimbursement will be made at the current State allowable rate. This should be approved in advance. (REV NEGO 9/13/93)

504.2 All claims for travel reimbursement and workshop fees and registrations must be turned in for payment within thirty (30) days of the travel being taken, or workshop or attendance fees being paid. 24

Article 505: Salary Credit

505.1 Employees will be granted salary credit for professional and military experience as accepted by Oklahoma State Law. Employees will be paid in accordance with their experience and degree on the most recently negotiated salary schedule. (Appendix 1)

505.2 Employees will be given salary credit for academic degrees and academic hours as outlined on the salary schedule. Upon presentation of an official transcript, the certified employee will be advanced horizontally to the proper column and step of the salary schedule at the beginning of the school (contract) year. 25

Article 506: Extra Duty Assignments

506.1 Extra Duty Assignments for School Activities FY 2016-2017

ACADEMIC COACH MS 1650

ACADEMIC COACH HS 1650

ACADEMIC COACH PI 500

ACADEMIC COACH ELEMENTARY (PER COACH PER SCHOOL) 500

ADVANCE PLACEMENT 1/7 DB YS+days+7 periods

BAND DIRECTOR 5000-9500

BAND ASSISTANT #1 3500

BAND ASSISTANT #2 2500

BUILDERS CLUB MS 550

BUILDER TECH (Elementary) 500

BUILDING TECH MS 500

BUILDING TECH HS 500

CHESS CLUB 500

COUNSELOR ELEM 440

COUNSELOR MS 2200

COUNSELOR HS 2200

DEPT. HEADS HS (1 FOR EACH DEPT)

ELECTIVES (2@500) 1000

ENGLISH 500

FINE ARTS 500

MATH 500

SCIENCE 500

SOCIAL STUDIES 500

DEPT. HEADS MS (1 FOR EACH DEPT)

ELECTIVES (2@500) 1000

ENGLISH 500

FINE ARTS 500

MATH 500

SCIENCE 500

SOCIAL STUDIES 500

DEPT. HEADS ELEM/INTERMEDIATE (1 PER GRADE LEVEL PER SITE AND SPECIALS) 500

DETENTION HS 1000

DETENTION MS/PI 1800

DRAMA CLUB HS 900

DRAMA CLUB ASST. HS 300

DRAMA CLUB MS 900

DRAMA CLUB ASST. MS 300

FRENCH CLUB HS 300

GREEN TEAM PI 300

GROUND DUTY MS 2000 26

GROUNDS DUTY HS 1000
HIGH SCHOOL SPONSORS
FRESHMAN 250
SOPHMORE 250
JUNIOR (2 @ \$165) 330
SENIOR HEAD SPONSOR 1500
SENIOR ASST. SPONSORS (2 @ \$600) 1200
HONORS ART ELEMENTARY* 550 HONORS ART (MS) 550
HONORS CHOIR ELEMENTARY* 1200
HONORS CHOIR PI *IF THE HONORS CLASS IS AT ONE LOCATION THERE WILL ONLY BE ONE STIPEND 1200
KEY CLUB 600
LUNCH DUTY MS 8000
LUNCH DUTY HS 6000
NATIONAL HONOR SOCIETY 1500
NEWSPAPER SPONSOR 1000
PAWS & PENS (ELEMENTARY) 500
PEER MEDIATION 325
PLAYGD/BUS DUTY ELEMENTARY PER TEACHER 125
PROM SPONSOR (2 @ \$300) 600
SADD SPONSOR 550
SATURDAY SCHOOL \$25/hour
SCIENCE CLUB 300
SCRATCH CLUB PI 300
SEQUOYAH CLUB ELEMENTARY 325
SEQUOYAH CLUB PI 325
SPANISH CLUB HS 300
SPANISH CLUB MS 300
STEM CLUB PI 900
STUCO SPONSOR HS 2200
STUCO SPONSOR ASST HS 1250
STUCO SPONSOR MS (2 @ \$440) 880
STUCO SPONSOR PI (2@440) 880
STUCO SPONSOR ELEMENTARY 440
TAD SPONSOR 550 THEATER ARTS (PI) 500
DISTRICT TESTING COORDINATOR - SECONDARY 750
DISTRICT TESTING COORDINATOR - ELEMENTARY 750
VOCAL MUSIC ELEMENTARY PER SCHOOL 1210
VOCAL MUSIC MS 1500
VOCAL MUSIC HS 3500
YEARBOOK SPONSOR HS 1500
YEARBOOK SPONSOR MS 1250
YEARBOOK SPONSOR PI 1250 27

YEARBOOK SPONSOR ELEMENTARY 1250
YOUNG ASTRONAUTS ELEMENTARY PER SCHOOL 325
YOUTH IN GOVERNMENT (HS ONLY) 500 28

506. 2 Extra Duty for Sports FY 2016-2017
BASEBALL, HEAD COACH 4500-6500
BASEBALL, FIELD MAINTENANCE 2500
BASEBALL, ASST COACH 2500
BASEBALL, HEAD MS (2) 3000
BASEBALL, ASST (2) 2500
BASEBALL, HEAD/ASST 2750
BASEBALL, 9th 2200
BASEBALL, SUMMER 3000**
BASKETBALL, HEAD BOYS 5070-9500
BASKETBALL, ASST BOYS 3500
BASKETBALL, 9th BOYS 2500
BASKETBALL, 9th/VARSITY 3500
BASKETBALL, HEAD MS (2) 3000
BASKETBALL, ASST (2) 2500
BASKETBALL HEAD/ASST 2750
BASKETBALL, SUMMER (2 @ \$500) 1000**
BASKETBALL, HEAD GIRLS 5070-9500
BASKETBALL, ASST GIRLS 3500
BASKETBALL, 9th GIRLS 2500
BASKETBALL, SUMMER (2 @ \$500) 1000
CHEERLEADING HIGH SCHOOL COACH 3500
CHEERLEADING HS (BOTH) 6000
CHEERLEADING HIGH SCHOOL ASST. COACH 1750
CHEERLEADING MS HEAD COACH 1750
CHEERLEADING MS ASST. COACH 1000
FOOTBALL, HEAD COACH HS 5070-9500
FOOTBALL, ASST HEAD COACH 3750
FOOTBALL, DEFENSIVE COORDINATOR 3500
FOOTBALL, OFFENSIVE COORDINATOR 3500
FOOTBALL, ASST HS 3200
FOOTBALL, HEAD 9th 3200
FOOTBALL, ASST 9th 2750
FOOTBALL, HEAD 8th 1200
FOOTBALL, ASST 8th 1100
FOOTBALL, HEAD 7th 1200
FOOTBALL, ASST 7th 1100
FOOTBALL, HEAD MS (2) 3000
FOOTBALL, ASST (2) 2600
FOOTBALL, HEAD/ASST 2800
GOLF, HEAD (2) 3750
GOLF, HEAD (1) 2500
GOLF, ASST 1500 29

POM COACH HS 3500
POM HEAD HS (BOTH) 6000
ASST POM COACH HS 1750
POM HEAD MS 1750
POM ASST MS 1000
SOCCER, HEAD HS 4500
SOCCER, ASST HS 2500
SOFTBALL, HEAD COACH 4500-6500
SOFTBALL, FIELD MAINTENANCE 2500
SOFTBALL, ASST COACH 2400
SOFTBALL, HEAD MS (2) 3000
SOFTBALL, ASST (2) 2500
SOFTBALL, HEAD/ASST 2750
SOFTBALL, 9th 2200
SOFTBALL, SUMMER 2000**
SWIMMING, HEAD 2200
SWIMMING, ASST 1500
TENNIS, HEAD (2) 3750
TENNIS, HEAD (1) 2500
TENNIS, ASST 1500
TRACK HEAD HS 3750
TRACK HEAD HS (1) 2600
TRACK ASST HS 1800
TRACK, HEAD MS 1500
TRACK, ASST MS 1250
CROSS COUNTRY HS 2500
CROSS COUNTRY HS ASST. COACH 1500
CROSS COUNTRY MS 1200
CROSS COUNTRY HS/MS 3000
VOLLEYBALL, HEAD COACH GIRLS 4500
VOLLEYBALL, ASST. COACH GIRLS 2500 VOLLEYBALL, 9TH 1500
VOLLEYBALL HEAD MS (2) 2750
VOLLEYBALL ASST. MS (2) 2250
VOLLEYBALL HEAD/ASST. MS 2500
WRESTLING, HEAD COACH 5070-9500
WRESTLING, ASST COACH 3500
WRESTLING, HEAD MS 3000
WRESTLING, ASST. MS 2250
WRESTLING SPRING FREESTYLE 500-1000

**Teams must consist of students enrolled in Piedmont Schools.30

Article 507: Covering Classes & Driving Buses

507.1 Teachers who are requested to cover classes during their planning period for an absent employee will be paid at the rate of fourteen dollars (\$14.00) per class session or major part thereof. Every teacher will be required to cover five (5) classes per semester at the request of the building principal or designee before they can decline. The Principal in each building will keep a record. Teachers will be paid at the end of each semester.

507.2 Coaches/sponsors will be compensated for driving buses to events on the following scale: 15 cents per mile round trip with a minimum of \$10.00 per trip.

507.3 The evaluating school is responsible for securing a substitute to cover classes for traveling teachers and coaches.

Article 508: Tuition and Fee Reimbursement

508.1 The Board will reimburse up to \$500.00 tuition and fees cost of three (3) hours of college classes per semester under the following guidelines:

1. The hours apply to a graduate degree program in the field of education.
2. Reimbursement will only be made when the hours have been successfully completed.
3. Successful completion must be documented by a copy of the transcript at the end of the semester.

508.2 Requests for tuition reimbursement are due as follows:

Spring Semester – May 31

Fall Semester – January 31

Summer Semester – August 30

508.3 Requests for tuition reimbursement **not** submitted by the deadlines established for the appropriate semester will not be accepted and therefore not approved for reimbursement.

Article 509

509.1 All funds generated by school summer programs will be disbursed as follows:

1. Each program will determine its own compensation.

2. Each program will submit to the Superintendent a compensation (hourly wage) breakdown for summer program “employees” when requesting approval for the summer program.

3. Time sheets will be required and the responsibility of the Supervisor.

4. Time sheets completed and turned in to accounting by August 1st will result in pay being included on the September payroll checks.

5. After hourly wages are paid, remaining funds will be deposited in the respective activity accounts.

PART 600: GRIEVANCE PROCEDURE

Article 601: Definitions

601.1 A "grievance" is a claim by the grievant that there has been a violation, misinterpretation or misapplication of the provisions of this master agreement, the grievant's contract, board policy, state department regulations, and/or constitutional rights.

601.2 A "grievant" shall be the person filing the claim.

601.3 The term "days" shall mean working days of the employee, except that during the summer months it shall mean the working days of the supervisor involved at the level that the grievance is being processed.

601.4 A "party in interest" is the person and any person required to take action on the claim and/or any person against whom any action might be taken in resolution of the claim.

Article 602: Procedure for filing a Grievance

602.1 Informal Resolution

A. The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communication. A grievant may first attempt to resolve his/her grievance by meeting informally with his/her immediate supervisor within fifteen (15) days following knowledge of the act or condition, which is the basis of the complaint. No written record will be made.

B. Any grievant who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his/her immediate supervisor within fifteen (15) days following knowledge of the alleged violation or within fifteen (15) days after the informal discussion of the alleged violation.

602.2 Formal Resolution

A. Level I

1. The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days following knowledge of the alleged violation specifying the area believed to be violated and also stating the specific remedy sought.

2. The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.

B. Level II

1. If the grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the superintendent within five (5) days after the receipt of the Level I decision. A copy of the original grievance and the Level I response shall be filed with the appeal.
2. The superintendent will arrange for a hearing with the grievant to take place within five (5) days of receipt of the appeal.
3. The parties of interest will have the right to include in the representation such witnesses, as they deem necessary to develop facts pertinent to the grievance.
4. Upon conclusion of the hearing, the superintendent will have five (5) days to provide a written decision, including the reasons for the decision, to the grievant and the grievant's immediate supervisor.

C. Level III

1. If the grievant is not satisfied with the Level II decision, he/she may within five (5) days after receipt of the decision of the superintendent, request in writing that his/her grievance be heard at the next regularly scheduled school board meeting or at a special meeting.
2. Persons present at the hearing will be the grievant, and if the grievant so desires, representation of his/her own choosing, witnesses for the grievant, the grievant's immediate supervisor, and a representative of his/her own choosing.
3. At the conclusion of the hearing the Board shall reach a decision by vote of the members present. The decision will be made known to the grievant at this time, and this decision transmitted in writing to the grievant and the immediate supervisor.

Article 603: General Provisions

603.1 Board-Administration Cooperation

- a. The Board and administration will cooperate in an investigation of the aforementioned parties will have access to all written records pertaining to any pending grievance.

603.2 No Reprisals

- A. No reprisal of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.

603.3 Personnel Files

A. All documents, communications and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants. The final outcome will be placed in the file. However, these records cannot be released to prospective employees without written consent from the employee.

603.4 Released Time

A. Should any scheduled meeting or hearing in the investigation or processing of a grievance required by administration that any employee be released from his/her regular assignment, said employee will be released with loss of time or pay.

603.5 Time Limits

A. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse.

B. If any of the time limits outlined herein are not met in any step by the specified administrator or the Board, the grievant will have his/her grievance granted, as long as the relief being sought is not in violation of existing state and federal statutes and/or regulations.

603.6 Right to Representation

A. The grievant shall be afforded the right to representation at any conference or hearing related to the grievance.

603.7 Privacy of Procedures

A. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their selected representatives.

PART 700: SIGNATURE PAGE

Article 701: Duration Statement/Signatures

701.1 This agreement will take effect upon ratification by both parties and will be in full force and effect until a successor agreement is reached. Either party may commence negotiations for the terms of a successor agreement by written notification to the other party. This agreement will be automatically renewed on a year-to-year basis hereafter unless either party submits notification by May 30 that it desires to terminate or commence negotiations for the term of a successor agreement.

701.2 Changes, modifications or amendments to this agreement can be made only as mutually agreed upon by the Association and the Board.

In witness hereof, the Association has caused this agreement to be signed by its President and bargaining spokesperson and the Board has caused this agreement to be signed by its President and its Superintendent or bargaining spokesperson, approved on this _____ day of _____, _____.

SCHOOL DISTRICT:

Board President

Superintendent

ASSOCIATION:

Association President

Bargaining Spokesperson 36 37 38 39 40 41 42

APPENDIX 2

CERTIFIED
EMPLOYEE
CONTRACT
FOR
PIEDMONT
PUBLIC
SCHOOLS
Independent
School District
1022
CANADIAN
County,
PIEDMONT, OK
This contract,
made and
entered into this
____ day of

_____,
20___, by and
between
Independent
School District
1022,
CANADIAN
County,
PIEDMONT, OK,
party of the first
part (hereafter
referred to as the
BOARD), and

_____, party
of the second
part (hereafter
referred to as the
EMPLOYEE), as
authorized and
required by Title
70, Oklahoma
Statutes, Section
6-101.

Witnesseth: That
said BOARD
does hereby
employ the
second party in
the PIEDMONT
PUBLIC
SCHOOLS in the
capacity of for the
2012-13 fiscal
year. The term of
this contract shall
be for a period of
12 months,
beginning

_____,
20___ and
ending

_____,
20___.

THE BOARD AGREES TO PAY THE EMPLOYEE THE FOLLOWING:

The calculation of salary for 0.00
the term of this contract is as
follows: Salary schedule as

_____ with

_____ years experience
(including military) and

_____ degree with

_____ additional hours above
this degree Base Salary

Extra Duty	0.00
Total Salary	0.00
Board Fringe	0.00
Total Compensation	0.00