

NEGOTIATED AGREEMENT
2016-2017

This agreement is a consolidation of all previous agreements between the Plainview Association of Classroom Teachers, hereinafter called the "Association", and the Plainview Board of Education, hereinafter called the "Board", in the city of Ardmore, Oklahoma. The signatories shall be the sole parties to this agreement.

ARTICLE I: PROLOGUE

No article previously agreed upon by the Association and the Board opened during the present session shall result in fewer benefits than stipulated in the previously consolidated agreement unless changed through the negotiations process as outlined in the Procedural Agreement.

ARTICLE II: PERSONAL/EMERGENCY LEAVE

The District shall provide to all certified teaching staff members five (5) personal/emergency days to be used upon the request of the employee. Each certified staff member will be entitled to three (3) annual personal/emergency days without reduction in pay. Each teacher will be entitled to two (2) additional personal/emergency days with a partial reduction in pay. The reduction in pay will be as follows for personal/emergency leave:

- 4th day - the reduction in pay will be the cost of a non-certified substitute; (May 2013)
- 5th day - the reduction in pay will be the cost of 1 and 1/3 the cost of a certified substitute; (August 2001)

All deductions will be made monthly for said teacher's salary of current fiscal year.

All five days may be used in the case of a serious emergency. A teacher planning to use personal leave shall notify his/her principal at least two (2) working days in advance, except in cases of emergency. The term "emergency" is defined as a situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate attention. No personal/emergency leave shall be granted one (1) working day before or after a holiday (days when school is not in session, excluding Saturdays and Sundays) nor the last ten (10) working days of the school year. If the personal/emergency day requested would cause an undue hardship on the District, the teacher may be asked to select another day for the use of personal/emergency leave. The supervising administrator has the discretion to waive the first or last 10 working days of the school year, as well as before or after a holiday, if a suitable substitute can be found and absence of the teacher will not cause interruption in the classroom learning environment.

Attendance Incentive: If zero personal days are used, and incentive of 165.00 will be paid to the certified staff member. If one day is used the incentive will be 110.00, and if two days are used the incentive will drop to 55.00. This is for the 2016-2017 school year.

ARTICLE III: ACCUMULATED SICK LEAVE

- A. Sick days shall be accumulated, per Plainview board policy, and shall be carried over to the next school year not to exceed one hundred and twenty (120) days per teacher. Teachers will be granted one (1) day sick leave for each month in their current teaching contract at the beginning of each new school year. For any teacher carrying over from the previous school year more than one hundred and twenty (120) unused sick days said teacher shall at the beginning of the new school year be granted an additional one day for each day in his/her current teacher's employment contract. (Example: Plainview teacher has 120 days and is a ten month employee – this teacher would be granted an additional ten days at the beginning of the new school year for a total of 130 days for use during that school year. At the end of any school year unused sick days for any teacher in excess of 120 days would be lost and not carried over to the next school year.) An accounting of accumulated sick leave days will be kept on a monthly basis in the principal's office. Teachers will be provided with an accounting of their individual accumulations at the end of each school year.
- B. Any certified employee terminating employment with the District shall be paid the current pay for non-certified substitutes for accumulated sick days in excess of sixty (60) days that are not transferred to another Oklahoma school district, if funds are available as defined below.
- C. Upon retirement into the Oklahoma Teachers' Retirement System, or death, the District will pay to the retiring teacher or to the family of the deceased, an amount equal to the current pay of a **certified substitute** for each unused sick leave day said teacher has accumulate up to the maximum of **one hundred and thirty (130) days** earned while employed by the District. No pay will be given for those days transferred from another school district. It is further understood that days transferred from another school district are the first sick days used when taking sick leave while employed by Plainview. **(August 2005)**
- D. The maximum liability to the Plainview Schools under B and C of this Article for certified staff, excluding administrators, covered under the negotiated agreement will be limited to **\$25,000 in any one school year**. Any teacher wishing to be paid for unused sick leave days due to termination of their employment by transferring to another Oklahoma school district, or retirement into the Oklahoma School Retirement System, must notify the superintendent prior to June 15 of the current school year. After June 15, and prior to July 1, the District will issue a warrant payable to the terminating teacher per the negotiated agreement. Should there be requests in excess of **\$25,000 for any one school year** the amount shall be pro-rated on a per day basis. **(May 2010)**
- E. For teachers employed in the state of Oklahoma and members of OTRS prior to July 1, 1992, upon retirement, the District will report to the Oklahoma Teachers' Retirement System up to one hundred and twenty (120) days the retiring teacher has earned in the District and/or transferred from another district. (Existing).

ARTICLE IV: RETIREMENT

As a service to the teachers, the Board will allow teachers to tax shelter said teachers' retirement on the negotiated salary schedule as outlined under Article XXIII on this agreement. **(August 2000)**

ARTICLE V: ASSOCIATION PRIVILEGES
SCHOOL CALENDAR, STUDENT HANDBOOK & PACT USE OF SCHOOL MAIL/EMAIL

- A. **School Calendar:** The Association may, prior to January 1, provide input to the superintendent regarding the calendar for the ensuing school year. The superintendent shall review and consider such input before making his/her recommendation to the Board.

- B. **Student Handbook:** Each building site shall have a committee to annually update its student handbook. The committee shall seek input from the certified and non-certified staff assigned to that building. The committee elected by the staff shall be composed of an administrator, three (3) PACT appointed certified teachers (ARTICLE XX) and one (1) non-certified staff member. The committee will convene in February to consider changes in the student handbooks. Changes will be presented to the superintendent between April 1 and April 15. The final draft of each site's student handbook for the upcoming year shall be presented to the Board for approval no later than the May school board meeting of the current school year. (8/3/95)

- C. **Use of School Mail & Email Accounts:** Local Professional Teacher Organizations may use interschool mail & school email accounts to distribute general informational materials to Plainview Teachers (such as meeting notices). Courtesy copies of all general informational materials and emails will also be provided to the site principal and superintendent at the time of distribution. Use of the school email does not include the use of sending email to correspond between members during class instruction time. (Summer 2009)

ARTICLE VI: INSURANCE

The Article establishing an insurance committee was no longer needed with the state paid health insurance for all teachers. This article was eliminated during negotiations for FY 2006. (**August 2005**)

ARTICLE VII: SECTION 125 PLAN

- A. No later than the beginning of the 1993-94 school year, the Board shall provide a 125 Plan for teachers.
- B. The Board shall pay the administrative costs of the 125 Plan.

ARTICLE VIII: BEREAVEMENT LEAVE

Each certified staff member may take up to five (5) work days following the death of a member of the immediate family for bereavement without the loss of pay per occurrence per school year. Immediate family shall be defined as the teacher's spouse, parent or guardian, child, brother, sister, grandparent, grandchild, or each similar relationship as established by marriage. Each certified staff member may use two (2) sick leave days per occurrence for bereavement of any family member in addition to the bereavement leave in this section. For deaths other than members of the teacher's family, Personal/Emergency Leave provided in ARTICLE II of this agreement may be taken in increments of not less than half days. **(Summer 2009)**

ARTICLE IX: SABBATICAL LEAVE

Upon approval of the Board of Education, certified employees may be allowed a one-year Sabbatical Leave without pay. This leave may be granted upon receipt of a written request of the staff member providing:

- A. The staff member making the request has completed six consecutive years of successful service in the Plainview School District;
- B. The staff member will enroll in a full time course of study at an accredited university working toward an advanced degree;
- C. The staff member has not previously received approval for a Sabbatical Leave;
- D. The leave request is without pay;
- E. The leave is requested prior to April 1 preceding the year of the Sabbatical Leave;
- F. Upon returning, the staff member will be reinstated at the same or comparable assignment with no loss of tenure.

ARTICLE X: CLASS SIZE

The Board shall establish and maintain class size limits in accordance with the rules and regulations of the State Board of Education. It is the desire of the Board to make every effort that is economically possible to fulfill the class size laws. (May 2012) The Administrative Staff will also work diligently to reduce class size for special classes. **(June 2007)**

ARTICLE XI: REDUCTION IN FORCE POLICY

Memorandum of Understanding: Due to the change and implementation of the pilot teacher evaluation year, it is understood that this item will be revisited after the data has been collected during FY13. Action on this article will be tabled until all data has been collected.

In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field, or program, or to eliminate or consolidate positions, the Board shall follow the procedure listed below. Because the school exists for the child and the main obligation of the Board of Education is to provide the best education possible and not provide employment, the Board will, through procedures carried out by the administration, determine which teachers can best serve the needs of the student.

- A. Normal attrition throughout the District. Teachers declared excess in a building will be transferred, when fully qualified, to fill vacancies in other buildings.
- B. Teachers serving under temporary contracts will be released first if other teachers are on staff who are qualified and certified for position(s) to be eliminated. Non-career teachers will be released before career teachers who are legally qualified to hold positions currently held by said non-career teacher. The position will be the determining factor for what will be eliminated, and not the teachers who occupy the position. The Selection of teachers for release will be based on such factors as performance evaluation, academic and professional qualifications, potential for future success, and maintenance of a well-balanced education program and staff.
- C. If normal attrition and the release of teachers employed on temporary contracts and non-career teachers does not sufficiently reduce the certified staff, the following items will be considered in the reduction process in the order they are listed:
 1. Seniority – using the following criteria in the order listed:
 - a. Years of service in the district;
 - b. Number of years teaching experience in current area of certification;
 - c. Total number of years teaching experience;
 - d. Length of service in current assignment;
 - e. Grade levels and subject areas taught;
 - f. Academic and professional preparation beyond minimum certification requirements.

For an eighteen (18) month period following the date of their termination, those certified career employees whose employment with the District is terminated due to a reduction in force will be rehired first in the order of seniority with the most seniority in their area of certification. The prime consideration in executing the reduction in force, using the criteria listed above, is to assure the retention of fully qualified teachers to replace and perform all the needed duties of the terminated teacher. (June 2008)

ARTICLE XII: TEACHER REIMBURSEMENT FOR SUBSTITUTING

Teachers whose planning periods are used for substituting will be reimbursed at 1/6 of certified substitute pay.

ARTICLE XIII: BOARD MEETING INFORMATION

It is hereby agreed that PACT will be provided with a copy of the following information presented at the board meetings.

- A. Treasurer's report with full disclosure of revenue will be sent directly by the school treasure to the PACT President; **(June 2007)**
- B. Minutes of the Board of Education Meetings;

A copy of the agenda for all school board meetings will be sent to the elementary school, middle school and high school.

ARTICLE XIV: SICK LEAVE BANK

Plainview teachers will be allowed to donate up to two (2) days, if said teacher has more than 30 days accumulated sick leave, and one (1) day for any teacher with sick leave less than 30 accumulated days to the Plainview teachers' sick leave bank. This donation may be made anytime during the school year. Teachers who have exhausted their accumulated personal and sick leave allowance may make reasonable withdrawals, as determined by the Association guidelines, from the common bank, provided that there are sufficient days available in the bank. The maximum number of days to be accumulated in the Plainview sick leave bank shall not exceed two hundred (200) days. (August 2000)

ARTICLE XV: TEACHER EVALUATION COMMITTEE

Each school year a teacher evaluation committee shall be formed. The committee shall consist of two (2) PK-2, two (2) 3-5, two (2) middle school teachers, two (2) high school teachers (teachers selected by the Association) and three (3) administrators. The committee shall annually review the teacher evaluation instrument and may make recommended changes to the Board. If the Board finds the recommendations unsatisfactory, it may be referred back to the committee.

Teachers will only be evaluated by certified administrators employed as an administrator.

ARTICLE XVI: TEACHER ASSIGNMENT

Teachers shall be assigned by their respective building principals with confirmation by the superintendent. Assignment shall be made within the scope of their certification, as prescribed or authorized by the State Department of Education. When making assignments, consideration will also be given to AdvancEd guidelines.

All teacher vacancies prior to August 1 of the current school year shall be posted a minimum of three days before a recommendation will be made. After August 1 of each school year, any teaching positions will be filled under a temporary contract. These positions will be posted upon the completion of the current school year.

ARTICLE XVII: DUTY FREE LUNCH

After equitably scheduling teachers for duty to properly supervise the students, teachers will be provided with a minimum of twenty (20) consecutive minutes of duty free lunch each day.

ARTICLE XVIII: GRIEVANCE PROCEDURE

- A. Purpose
The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of contract violation by the grievant.
- B. Definitions
1. A "grievance" is a claim by a teacher or teachers that there has been a violation, or misapplication of the terms of this Negotiated Agreement that has affected that teacher or teachers.
 2. The "grievant" is the teacher or teachers making the claim.
 3. The "party in interest" is the teacher or teachers making the claim or any person that might be required to take action, or against whom action might be taken in order to resolve the claim.
 4. "Days", except when otherwise indicated, shall mean working days.
- C. Procedure
1. Level I
 - a. A teacher may file a grievance with the principal within ten (10) days of the knowledge of the alleged violation, citing the article and section alleged to have been violated and the specific remedy sought.
 - b. The principal shall schedule and hold a formal meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.
 2. Level II
 - a. If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may file the grievance within five (5) days of the Level I response with the superintendent.
 - b. The superintendent shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting. The grievant shall have the right to be represented by a person of his/her own choosing. The grievant must state the name of his/her representative on the appeal form when it is transmitted to the superintendent.
 3. Level III
 - a. If the grievant is not satisfied with the disposition of his/her grievance at Level II, he/she may file the grievance within five (5) days of the Level II response for transmittal to the Board.
 - b. The Board will hear the grievance at its next regularly scheduled meeting or a special meeting which has been called for that purpose. The grievant shall have the right to be represented by a person of his/her own choosing. The grievant must state the name of his/her representative on the appeal form when it is transmitted to the Board. The Board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the Board shall be final.
- D. General Provisions
1. Decisions rendered will be in writing, setting forth the decisions and the reasons therefore, and will be transmitted promptly to all parties in interest.
 2. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
 3. Necessary forms for the filing of grievances and the decisions rendered shall be mutually agreed upon by the Association and the Board and be made a part of this agreement.
 4. The superintendent will forward copies of the written decisions at the final level utilized to the Association.
 5. Copies of official grievances, all documents, communications, and records dealing with the processing of grievances will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.
 6. No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.
 7. Failure at any step of the procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
 8. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed to the next step of this procedure.
 9. All meetings and hearings, with the exception of those at Level III under this procedure, shall not be conducted in public and shall include only parties in interest and their selected representative.
 10. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.
 11. Witnesses may be called into the grievance meeting at any level to verify or substantiate a violation that he/she personally observed.

ARTICLE XXI: CHRISTMAS SAVINGS PLAN

Any certified staff member wishing to participate in a salary deferral for Christmas savings will be allowed to sign up for such program each school year prior to August 31, of the current school year. The employee will have \$50.00 deducted each month for a total of 12 months from said employee's pay. The employee will have \$600.00 given to him/her at a time prior to the Christmas Holidays. Should the employee terminate employment with the Plainview Schools, said employee understands that any unpaid balance will be deducted from his/her final payroll warrant. **(August 2005)**

ARTICLE XXII: STAFF DEVELOPMENT EXTRA DUTY PAYMENT

- A. For the FY 17 year only, it is the desire of the board team to pay a minimum of \$1500.00 for a staff development stipend contingent on our financial position by November 1. This will place the stipend in the same position it was last year. The board agrees not to increase the number of coaching positions unless deemed necessary for safety and supervision. (May 2012)

If it is determined that funding is sufficient to provide a staff development stipend, in order for the stipend to be paid by February 1, 2017, the certified staff member must complete and turn in verification of completion to the Staff Development Coordinator. This verification must be provided no later than two (2) weeks after the Christmas break to receive payment. In order for the certified staff member to receive the staff development stipend in the spring, the certified staff member must complete his/her 15 points prior to March 31. For any employee working less than a full schedule, the staff development stipend will be pro-rata accordingly. (i.e., a person working half time will receive ½ of the stipend; a person working 1/6 of the day will receive 1/6 of the stipend.) (May 2010)

- B. The District agrees to pay a one time \$400 stipend to the Plainview District Teacher of the Year, if said teacher completes all entry material necessary to compete at state level.
- C. The District in addition to stipend amount in paragraph A of this article **will be able to pay** an additional **one time** \$500 supplement to the staff development stipend to all teachers who have 31 years of experience or more Oklahoma verified teaching experience. **This is for the 2016-2017 school year.** (May 2010)

PLAINVIEW PUBLIC SCHOOLS
Teachers Salary Schedule
2016-2017

YEARS	STATE BACHELORS	December Salary	STATE MASTERS	December Salary	
Entry	31,600.00	1,200.00	32,800.00	1,200.00	34,000.00
1	31,975.00	1,200.00	33,175.00	1,200.00	34,375.00
2	32,350.00	1,200.00	33,550.00	1,200.00	34,750.00
3	32,725.00	1,200.00	33,925.00	1,200.00	35,125.00
4	33,100.00	1,200.00	34,300.00	1,200.00	35,500.00
5	33,500.00	1,200.00	34,700.00	1,200.00	35,900.00
6	33,900.00	1,200.00	35,100.00	1,200.00	36,300.00
7	34,300.00	1,200.00	35,500.00	1,200.00	36,700.00
8	34,700.00	1,200.00	35,900.00	1,200.00	37,100.00
9	35,100.00	1,200.00	36,300.00	1,200.00	37,500.00
10	35,950.00	1,200.00	37,150.00	1,200.00	38,775.00
11	36,375.00	1,200.00	37,575.00	1,200.00	39,200.00
12	36,800.00	1,200.00	38,000.00	1,200.00	39,625.00
13	37,225.00	1,200.00	38,425.00	1,200.00	40,050.00
14	37,650.00	1,200.00	38,850.00	1,200.00	40,475.00
15	38,075.00	1,200.00	39,275.00	1,200.00	40,900.00
16	38,500.00	1,200.00	39,700.00	1,200.00	41,325.00
17	38,925.00	1,200.00	40,125.00	1,200.00	41,750.00
18	39,350.00	1,200.00	40,550.00	1,200.00	42,175.00
19	39,775.00	1,200.00	40,975.00	1,200.00	42,600.00
20	40,200.00	1,200.00	41,400.00	1,200.00	43,025.00
21	40,625.00	1,200.00	41,825.00	1,200.00	43,450.00
22	41,050.00	1,200.00	42,250.00	1,200.00	43,875.00
23	41,475.00	1,200.00	42,675.00	1,200.00	44,300.00
24	41,900.00	1,200.00	43,100.00	1,200.00	44,725.00
25	42,325.00	1,200.00	43,525.00	1,200.00	45,150.00
26	42,491.00	1,200.00	43,691.00	1,200.00	45,482.00
27	42,657.00	1,200.00	43,857.00	1,200.00	45,814.00
28	42,823.00	1,200.00	44,023.00	1,200.00	46,146.00
29	42,989.00	1,200.00	44,189.00	1,200.00	46,478.00
30	43,155.00	1,200.00	44,355.00	1,200.00	46,810.00
31	43,321.00	1,200.00	44,521.00	1,200.00	47,142.00
32	43,487.00	1,200.00	44,687.00	1,200.00	47,474.00

The additional December Salary will be funded for 2016-2017 contingent on available funds.

ARTICLE XXIV: TEACHER CONTRACTS

Contracts will be provided to teachers for signing within twenty (20) working days of the first day of student classes, if possible. In the event that negotiations have not been completed prior to the beginning of the school year, contracts will be provided within twenty (20) working days of the completion of the negotiation process, if possible.

ARTICLE XXV: ASSOCIATION LEAVE

The Association may be granted leave to attend conventions, conferences, and meetings of the Association or its affiliates up to seven (7) days total. Approval for Association leave will follow same procedure as for Personal/Emergency Leave.

ARTICLE XXVI: PERSONNEL FILES

An employee's personnel file will be available for immediate review upon request by the employee to his/her respective principal. If, at the time of request, an administrative witness is not available, the file will be sealed in the employee's presence until such time his/her respective building principal or an administrative witness is available, not to exceed the end of the following work day. (August 2000)

SAVING CLAUSE

Should any part of this contract be declared illegal, all other portions will remain in force.

DURATION OF NEGOTIATED AGREEMENT,
TERMS AND CONDITIONS OF EMPLOYMENT

All terms and conditions of employment in this Negotiated Agreement shall remain in effect until renegotiated in accordance with the provision of the Procedural Agreement.

PLAINVIEW BOARD OF EDUCATION

Stuman President

Comannas Vice-President

[Signature] Member

[Signature] Member

Kathy Wagner Member

PLAINVIEW ASSOCIATION OF
CLASSROOM TEACHERS

Miss Burger
Muhle Radom President

[Signature] Vice-President

Cindy Johnson Member

Jose More Member

Maun Shuey Member

Jana Howard (Sec./Treas.)

FY 2017
NEGOTIATED AGREEMENT
BETWEEN
PLAINVIEW BOARD OF EDUCATION
AND
PLAINVIEW CHAPTER OF
EDUCATION CERTIFIED PERSONNEL OF OKLAHOMA
PACT

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