# Vinita Public Schools I-65 Vinita, Oklahoma



# Negotiations Manual

2016-2017

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(2014-2015 negotiated items in bold print)

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# PROCEDURAL AGREEMENT VINITA BOARD OF EDUCATION AND VINITA CLASSROOM TEACHERS' ASSOCIATION

WHEREAS the Vinita Board of Education, Independent School District Number 65 of Craig County, Oklahoma, hereinafter referred to as the "Board" and the Vinita Classroom Teachers' Association of Craig County, Oklahoma, hereinafter referred to as the "Association", as provided by Oklahoma Statute and other applicable future State Statutes, hereby enter into the following agreement regarding negotiations.

RECOGNITION: Based upon verification of signed pledges of the majority of the Vinita classroom teachers', the Board hereby recognizes the Association as the bargaining agent for all regularly employed full-time professional educators. Signed pledges shall be updated annually. If any person does not want the Association to represent them in negotiations, they should contact the Board in writing.

PARTICIPATION: Members of the bargaining unit have the right to join, participate in, and assist the Association, and the right to refrain from such activities as provided in Oklahoma State Statutes.

SCOPE OF BARGAINING: The Board of Education and the representatives of the organization must negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the other's contract proposals, the objecting party must support its objections with rationale.

NEGOTIATING TEAMS: No more than three (3) designated representatives of the Board will meet with no more than three (3) designated representatives of the Association for purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of said parties. Only members of the negotiating teams will be present in the room during negotiations. Exceptions to this item will be authorized only if agreed upon by both chairmen in advance.

#### **PROCEDURES**

MEETING: Within five (5) working days following a written request of either party to open negotiations, a mutually acceptable meeting date and place shall be set. Such request shall be made between March 15 and April 1 of the current school year. Each subsequent meeting time, place and agenda will be mutually agreed upon at the end of each meeting. Association and Board proposals for negotiations shall be presented in writing at the first meeting. No more than five (5) working days shall elapse between each meeting when requested. Any exception to the five (5) working day limitation shall be by unanimous consent. All meetings shall be held outside the work day at times and places mutually agreed upon and shall not exceed three hours, unless extended by mutual agreement. This procedure does not preclude informal meetings that may be deemed necessary and that may be called by mutual agreement.

EXCHANGE OF INFORMATION: Upon request, the parties shall provide each other with available information regarding negotiations, insofar as such disclosure is consistent with Oklahoma Statutes.

INFORMATION RELEASE: During negotiations, releases to news media shall be by mutual agreement only.

THE AGREEMENT: When agreement is reached between the negotiating teams on any proposal, the proposal shall be reduced to writing, distributed to both teams, and marked "tentative agreement". -When agreement is reached, it shall be submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. Upon approval and after necessary action by the Board, the terms of the agreement shall be implemented. Board policy shall be brought into alignment with any changes agreed upon through the negotiations process.

Revised 1997/Revised 2004/Revised 2015

#### NO STRIKE PLEDGE

This agreement shall include all provisions contained in Oklahoma Statute prohibiting strikes or threat to strike.

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

Negotiated 1984/Revised 1987

#### IMPASSE PROCEDURE

In Compliance with S.B. 186, the impasse procedure shall be:

- A. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time, either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member 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 reaching of impasse; and
  - 3. One member who shall be selected by the first two members within fifteen (15) days after selection of the other two members. The member selected by the first two members shall serve as chairman of the committee.
- B. 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 also be furnished by each party to the chairman and other members of the committee.
- C. 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.
- D. 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; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
- E. Time limits set forth herein may be extended by mutual agreement of the parties.

#### REORGANIZATION OF NEGOTIATED AGREEMENT

The negotiated Agreement shall be organized with outdated and repeated information deleted, related information gathered under one heading, and a table of contents included. Agreements made after this date will be incorporated into the agreement. When previously negotiated items are changed, the new agreement will replace the old item.

Reorganization of the Negotiated Agreement shall in no way change the content of the Procedural Agreement or of the individual items that have been negotiated. The Procedural Agreement shall be set off at the outset. All other items shall come under the heading, Individually Negotiated items and shall be outlined with titles.

Negotiated 1988

#### **GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure at the lowest level an equitable solution to a claim by a grievant of violation of the negotiated agreement or policy or established practice affecting the grievant's wages, hours, fringe benefits, or other terms and conditions of employment. This procedure sets forth the necessary steps to follow in registering and processing a grievance with the school district.

#### Definitions:

- A "grievance" is a complaint by a district teacher or teachers alleging a violation or misinterpretation of any district policy or regulation directly and specifically governing that employee's terms and conditions of employment; or a claim by the Association that there has been a violation, misapplication, or misinterpretation of the Negotiated Agreement.
- > A "grievant" is the teacher or teachers or the Association making the claim.
- > The "grievance officer" is the superintendent or designee.
- > A "representative" is any person of his/her choosing.
- "Terms and conditions of employment" means the hours of employment; the compensation, including fringe benefits; and the district's personnel policies which affect the employee.
- A "day" means any day in which the schools are in operation.
- > "Immediate supervisor" is the lowest-level administrator having supervisory authority over the grievant.

The following steps will be used in presenting a grievance:

- Step #1 The grievant will verbally discuss the grievance with the grievant's immediate supervisor.
- Step #2 The grievant must present the grievance in writing within fifteen (15) days of the alleged violation to the grievant's immediate supervisor. The supervisor will attempt to resolve any issue within his or her authority and area of responsibility. The grievant and the immediate supervisor may have one representative present.
- Step #3 If the grievance cannot be resolved at this level by the immediate supervisor, the grievant must present in written form within ten days (two working weeks) the grievance to the grievance officer. The superintendent may designate another administrator as the grievance officer. (Use Grievance Report Form A.)

| ·       | working week). (Use space provided on the Grievance Report Form A.)  |
|---------|--|
| Step #5 | If the grievance officer is the designee and the grievance is not resolved at this level, the grievant may appeal within ten days (two working weeks) to the superintendent or his/her designated officer. (Use Appeal Form B.) If the grievance officer is the superintendent, then proceed to Step #6. |
| Step #6 | The superintendent, or his/her designated officer, must respond to the appeal within five days (one working week). (Use space provided on the appeal Form B.)  |

The grievance officer shall investigate and respond to the grievant within five days (one

Step #4

Step #7 If the grievance is not resolved at this level, an appeal may be made within ten days (two working weeks) to the board of education which will review the grievance at the next regular meeting or within thirty calendar days. (Use Appeal Form C.) Both parties involved will have a right to representation. The review will be limited to the documentation provided to the board at the board meeting. Documentation will not be distributed prior to the board meeting. Each side will be given an opportunity, limited to ten minutes, to present their materials. The board may ask questions at any time.

Step #8 The local board of education will come to a decision before the meeting is adjourned. (Use space provided on Appeal Form C.) The board may go into executive session only if the grievance directly involves any one of the reasons provided in 25 O.S. Sec. 307.

The final decision of the Board does not necessarily mean concurrence by the Association or the grievant and nothing herein shall prevent the grievant from securing legal counsel or seeking whatever further recourse is available to the grievant

Negotiated 1984/Revised 2000/Revised 2015

## GRIEVANCE REPORT FORM A

| Step #1    |   |   |
|------------|---|---|
| FF         | ROM:  | , Name of Grievant                      |
| Вι         | JILDING AND ASSIGNMENT:   |   |
| Da         | ate cause of grievance occurred:  |   |
| Sc         | chool district policy alleged to have been viola                                | ated:                                   |
|            | atement of grievant's claim (statement of fac<br>Iditional pages if necessary): | ts upon which grievance is based, use   |
| <br><br>Re | elief Desired:  |   |
|            |   |   |
|            |   | Signature                               |
|            |   | Date                                    |
| Step #2    | (To be used by Grievance Officer Only)  | * |
|            | (to be assigned only if forwarded)  ATE FORWARDED:                              |   |
| RE         | ESPONSE TO GRIEVANCE:   |   |
|            |   | Signature of Grievance Officer          |
|            |   | Date                                    |

# APPEAL FORM B

### **GRIEVANCE REPORT (Cont.)**

### FORM C

| Step #5   | GRIEVANCE #                                |
|---|--|
| FROM:   | , Grieving Person                          |
| TO: THE BOARD OF EDUCATION                          |  |
| SUBJ:   |  |
| DATE:   |  |
| *Attach – Grievance Report (Form A) Appeal (Form B) |  |
|   | Signature                                  |
| *             | *    |
| Step #6   |  |
| DATE SECOND APPEAL RECEIVED                         |  |
| DATE OF RESPONSE TO SECOND APPEAL                   |  |
| RESPONSE TO SECOND APPEAL:                          |  |
|   |  |
|   | Signature of President, Board of Education |
|   | Date                                       |

Forms -- Negotiated 2000

SUBMIT THIS FORM IN TRIPLICATE - ORIGINAL AND TWO CARBON COPIES.

#### ASSOCIATION RIGHTS

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building. The Association may use the intra-school mail service and teachers' mail boxes for communications to teachers.

Authorized representatives of the Association shall be permitted to transact official Association business on school property before or after school hours.

The Board shall place on the agenda of each regular Board meeting for consideration under "new business" any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's office four (4) working days prior to said meeting.

No more than two (2) Association members, three when the President is a non-voting delegate, shall attend Association functions. The Association shall be responsible for paying the substitute.

The Board shall provide the President of the VCTA an agenda packet for all school board meetings which will include all public information received by the board members.

Negotiated 1985

#### **VCTA LEAVE**

"...Leave during the school day to attend Association meetings, lobby at the State Legislature and take care of association business" as quoted from the Association's proposal, is understood to be included in the clause "shall attend association functions". (See Association Rights)

Negotiated 1988

#### REDUCTION IN FORCE PROVISIONS - CERTIFIED TEACHING PERSONNEL

#### I. Prompting Oklahoma Legislation

- 1. <u>Reasons for Reduction in Force.</u> Any teacher in the District may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
- 2. <u>Definitions</u>. For the purpose of this section, the following terms have the stated meanings:
  - a. "Financial necessity" means a reduction in the District's financial resources that in the sole judgment of the board of education will result in a reduction in the District's current or future operating budget.
  - b. "Program change" means any elimination, curtailment or reorganization of a curricular / instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or school districts.

- c. "Declining enrollment" means a decrease in the District's total enrollment or enrollment in a particular program or curricular / instructional offering which in the sole judgment of the board of education may adversely affect the District's current or future funding and/or the necessity of maintaining certain current or future class sections or curricular / instructional offerings.
- 3. <u>Criteria for Eliminating Positions.</u> 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 students. Natural attrition will always be used as the first means of reducing the force.

#### II. Criteria for Non-reemployment of Teachers in Affected Positions

- 1. Once determination has been made as to which positions should be eliminated then the following, **in this order**, shall control:
  - a. Seniority in the District.
  - b. The number of certifications held.
  - c. Total years of teaching experience.
  - d. A lot drawing made by the Chief Human Capital Officer in the presence of an authorized representative of the VCTA.

#### III. "Bumping" Rights

- 1. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
- 2. In the event a teacher is eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person.
- 3. If the seniority, in the district of the teachers in the affected positions, is identical then the following, **in this order**, shall control bumping:
  - a. The number of certifications held.
  - b. Total years of teaching experience.
  - c. A lot drawing made by the Chief Human Capital Officer in the presence of an authorized representative of the VCTA.

#### IV. Procedures For Reduction in Force

- 1. <u>Action by Superintendent</u>. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit a position elimination is proposed and (c) shall take into consideration the criteria set out herein.
- Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when
  the board of education chooses not to accept the superintendent's recommendation, the board may initiate action
  without such recommendation provided that it adheres to the other provisions of this Reduction in Force
  Agreement.
- 3. Notice of Hearing Procedures. Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.
- 4. <u>Board Hearing.</u> At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonable necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good father under this Reduction in Force Agreement.
- 5. <u>Effect of Board Decision.</u> The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

#### V. Re-employment or Other Employment After Reduction in Force

1. Recall. For two years after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have been qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent / superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.

- 2. Recall Procedures. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his/her receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses / phone numbers up-to-date with the District Superintendent's office. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
- 3. <u>Status After Recall.</u> A career teacher who has been non-reemployed and who is then reemployed within two school years shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

Negotiated 1985/Revised 2000/Revised 2003/Revised August 2013

# NOTICE OF HEARING REDUCTION-IN-FORCE

| (Date)   |
|--|
| (Name)<br>(Address)  |
| RE: Notice of Hearing on Recommendation for Nonreemployment Due to Reduction-in-Force  |
| Dear:  |
| This is to notify you that on the day of,, at p.m., the Board of Education will hold a hearing at (address), at which time the board will consider and determine whether to accept my recommendation that your position be eliminated and that your contract not be renewed for the school year due to a reduction-in-force  |
| The cause or causes and the underlying facts for the recommendation are as follows:  |
|  |
| Also enclosed with this letter is a copy of my recommendation, which sets out the cause or causes and underlying facts on which the recommendation is based.   |
| You have the right to appear before the board at the hearing and present your position and witnesses and other evidence as to why a reduction-in-force is not necessary, why your specific teaching position should not be eliminated, and why your teaching contract for the school year should be renewed. You will be given an adequate opportunity to present your side of the matter to the board of education. |
| If you have any questions concerning the procedures to be followed at the hearing, please feel free to contact me.   |
| Very truly yours,  |
| Superintendent of Schools Enclosure  |
| (TO BE PERSONALLY DELIVERED TO TEACHER AND TO BE MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY.)  |

# Addendum B NOTICE OF NONREEMPLOYMENT REDUCTION-IN-FORCE

| (Date)   |
|--|
| (Name of Teacher) (Address of Teacher)   |
| RE: Notice that Nonreemployment (Dismissal) Due to Reduction-in-Force has been Approved by the Board of Education  |
| Dear:  |
| On the day of,, the Board of Education voted to eliminate your employment position and to not renew your contract for the school year because of a reduction-in-force. |
| The basis for the board's decision is:   |
|  |
| The decision of the board of education is final and nonappealable.   |
| If the board decides to reinstate your specific position within the next school year, you will be notified and may be eligible to be reemployed.                       |
| Very truly yours,  |
| Superintendent of Schools  |
| (TO BE PERSONALLY DELIVERED TO TEACHER AND TO BE MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY.)  |
| Forms Negotiated 2000  |

#### VACANCY POSTING

When an opening in the system occurs within the school year, the vacancy shall be posted on the bulletin board in each building, on the schools website, Facebook page and Remind The posting shall include a duty description and minimum qualifications required to fill said position. If the vacancy occurs after June 1, the posting will be made on the front window of the Administrative Office Building, and all of the above except building sites.

Negotiated1986/Revised 2015

#### REASSIGNMENT OF CERTIFIED PERSONNEL

The Superintendent of Schools shall place any certified teacher where he/she is most qualified and will render the most valuable service. A reassignment initiated by the administration will be made only after a meeting between the affected teacher and the appropriate member of the Superintendent's staff or the Superintendent. The teacher reassigned may request to return to the previous building or assignment should a vacancy occur. The return to the previous building or assignment will occur only after approval of the building principal.

Negotiated 2000

#### DEGREE INCENTIVE PLAN

- A. Hours above Bachelors Degree: Hours above degree completed after the start of school will not be used toward salary increase until the following year. Hours shall be defined as hours above the Bachelors Degree requirement within an academic area that is related to furthering one's skills as an educator.
- B. Masters Degree: The teaching certificate must indicate a Masters degree prior to awarding of the salary increase. The salary increase will become effective the first semester if appropriate documentation is received by the Board Office before the second Monday in September. Or a salary increase will be effective starting February 21st if appropriate documentation is received by the Board office by the second Monday in February.
- C. Hours above Masters Degree: Hours counted above a Masters degree must be taken during the semester of completion of a Masters degree or after conferral of aforementioned degree. Only those hours completed by the start of the current year will be used in computation of salary. Any hours completed during the school year will be counted on the NEXT school year.

Copies of all transcripts with additional hours and teaching certificate indicating degree achieved must be on file in the administration office before the second Monday in September or the second Monday in February.

Negotiated 1985/Revised 2005/Revised 2015

#### **ACTIVITY PASSES**

All teachers and their immediate families, which include spouses and children living in the household, grades K-12, shall be given activity passes to all school-sponsored events. Reserve seat regulations will remain the same. (Only certified teachers will have the option to attain a reserved seat by paying the difference between general admission and reserved seat prices.)

#### HEALTH INSURANCE/RETIREMENT - CERTIFIED

In accordance with House Bill 2662 (April 19, 2004) the state of Oklahoma began providing 100 percent funding of a single health insurance policy for certified teachers

Those participating in the State Health Insurance Plan will have 100% of a single health insurance policy paid. The difference of the amount of the single premium and the money allocated to the district from the state will be taken as cash.

Staff, who chose not to participate in the State Health Insurance Plan, will receive the state flex each month. (House Bill 1968 – May 22, 2002)

Negotiated 1997/Revised 2001/Revised 2002/Revised 2003/Revised 2004/Revised Aug. 2010

#### BEREAVEMENT LEAVE

Each teacher shall be granted up to five (5) days\_of bereavement leave without loss of pay. Bereavement leave shall apply to each occurrence of death or loss to members of the family. Family shall be defined as spouse, parents, children, brothers or sisters, uncle or aunt, legal guardian, grandparents, grandchildren, nieces, nephews, spouse's parents or grandparents, brother-in-law or sister-in-law, and spouses of members of said family. An additional 5 days of bereavement leave will be granted for each occurrence of death or loss of a spouse or child. One additional bereavement day of leave may be used for death of relatives not listed above or close friend-

Negotiated 1984/Revised 2007/Revised Aug. 2010/Negotiated 2015

#### MATERNITY/ADOPTION LEAVE

Sick leave days will be used as maternity leave and/or for the purpose of adoption.

Negotiated 1992

#### NATIONAL BOARD CERTIFICATION DAYS

Teachers working towards National Board Certification shall be granted time out of school to work on National Board requirements.

- Three days the first year (if needed)
- Two days the second year (if needed)
- One day the third year (if needed)

#### PERSONAL BUSINESS LEAVE

Each teacher shall be granted, upon request, Personal Business Leave consisting of three days at a cost of \$50 each, the average cost of substitute services. Such leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends. Request for Personal Business Leave will be made 24 hours in advance except in the case of an emergency. The request shall include a signed statement that the leave will not be used for personal entertainment, recreation, gainful employment, or to seek another position.

Negotiated 1984/Revised 1990/Revised 2005/Revised 2007

#### **EMERGENCY LEAVE**

The Board of Education shall provide not more than five days each year for emergency leave. These days shall not be: (1) chargeable to sick leave, or (2) cumulative to the next year. The term "emergency" should be construed to mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention. Emergency leave will be granted at the discretion of the superintendent. The school district will pay not to exceed fifteen (15) working days to an employee who is affected by a presidentially declared national disaster in Oklahoma after May 1, 1999, if:

- 1. The employee suffered a physical injury as a result of the disaster.
- 2. A relative or household member of the employee suffered a physical injury or died as a result of the disaster; or
- 3. The domicile of the employee or the domicile of a relative of the employee was damaged or destroyed as a result of the disaster.

Negotiated 2000/Revised 2003/Revised 2007/Revised 2008

#### PERSONAL LEAVE

Personal Leave is taken at the discretion of the employee, with no requirement for justification. Every effort shall be made to grant the request.

The Board of Education shall provide for a minimum of three (3) days for personal leave for teachers and support personnel. Personal leave is non-cumulative.

Requests for personal leave shall be made in writing and in advance, when possible. If advance request is not possible, the written request shall be filed within one day after returning to work. Personal leave is taken at the discretion of the employee with no requirement for justification. Every effort shall be made to grant the request.

Certified personnel will have the option to be paid \$35.00 per day for any unused personal leave or to roll the unused days into sick leave. This choice must be made at the time the contract is signed.

Negotiated 1990/Revised 1997/Revised 2000/Revised 2004/Revised 2007/Revised 2008

#### SICK LEAVE

Each employee shall be allowed ten (10) days of sick leave each year, with cumulative time up to one hundred twenty (120) days. Sick leave is interpreted as the time when an employee is absent from his/her duties due to personal illness or illness in the immediate family. Immediate family is defined as spouse, parents, grandparents, children, brothers, sisters, and corresponding in-laws.

Upon retirement, certified personnel will receive a professional service award of \$15.00 per day based on accumulated sick days in excess of 60 days for which the certified person has not previously received the professional service award from the Vinita Public Schools.

All certified personnel will receive a professional service award of \$25.00 per day based on each day of accumulated sick days in excess of 120 days, payable on the last payroll check of the school year, to be issued by June 30<sup>th</sup>.

The total accumulated sick days used to determine the amount of the professional service award will be 120 days.

A record of the days for which certified personnel receive the professional service award will be kept by the district's Payroll Clerk in order that those days can be used for the purpose of retirement.

Negotiated 1985/Revised 1988/Revised 1997/Revised 1998/Revised 2006

#### SICK LEAVE INCENTIVE PAY

As an incentive, teachers who use no more than 3 of the 10 annual sick days will receive a \$200 stipend, and teachers who use no more than 5 of the 10 annual sick days will receive \$150. Unused days will not be forfeited, but rather will stay in each teacher's personal sick day account.

Negotiated 2007

#### SICK LEAVE SHARING PROGRAM

The Board of Education will establish a sick leave sharing program for all certified employees. The program shall permit district employees to donate or receive sick leave.

For the purpose of this program, the following definitions shall apply:

"Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

"Household members" means those persons who reside in the same home and who have duties to provide financial support for one another. The term includes foster children and legal wards even if they do not live in the household.

"Severe" or "extraordinary" means serious, extreme or life-threatening.

"District employee" means a teacher of the school district.

In order for an employee to participate in the shared leave program, the employee must:

- 1) Meet the criteria described in this regulation; and
- 2) Have abided by district policies regarding the use of sick leave.

An employee may donate sick leave to another employee only pursuant to the following conditions:

- 1) The receiving employee must have exhausted, or will exhaust, all sick leave due to an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which involves the employee, a relative of the employee or a household member;
- 2) The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.
- 3) The donator cannot drop below eleven (11) accrued days.
- 4) The recipient of sick leave cannot receive more than 100 days during total employment with district.

Employees may not donate excess sick leave that the donor would not be able to otherwise take and the board will determine the amount of donated leave an employee may receive.

Prior to using donated sick leave, an employee requesting donated sick leave pursuant to this policy must provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Donated sick leave is transferable between employees of different school districts in the state as agreed upon by both boards of education.

When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave usage records will be maintained separately from regular sick leave records.

Shared or donated sick leave may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

Donated sick leave will not be available until all sick leave available to the requesting employee is exhausted. Available sick leave which must be exhausted includes the extended 20 days during which the employee is charged a substitute's salary.

Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees and its original value (based on donor's pay rate) shall be restored.

Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

#### LEAVE OF ABSENCES AND TARDIES

#### A. INTRODUCTION

The Vinita Public School System has a long-standing concern about the attendance record of every employee. The School District, together with each employee, has a responsibility to provide dependable, continuous instruction to our students. This places an obligation on every employee to be on the job performing his/her duties every day he or she is scheduled to work.

The absence of employees lessens our ability to furnish essential service for our students. It is expected that employees will realize their responsibilities to themselves, the School District and their job, and report for work as scheduled and on time. Attendance is an important job requirement. When an employee does not meet this requirement, his or her record will be reviewed and disciplinary action taken when necessary.

#### **B. NOTIFICATION**

An employee who is unable for any reason to report for work shall be expected to notify their building principal, but notification alone does not excuse the person. If an employee cannot report to work, the School District shall be informed at least one day in advance. When advance notice is not possible, such as for illness or emergencies, notice should be given no later than thirty (30) minutes before the employee's scheduled starting time. Employees who are absent for two (2) consecutive work days without properly notifying their building principal may be terminated.

#### C. GUIDELINES

The following are the guidelines for authorized absences, un-authorized absences and tardies.

#### 1. AUTHORIZED ABSENCES

Authorized absences are absences for approved leaves of absence, personal business leave, personal leave, sick leave, bereavement leave, and governmental service (including such items as jury duty, military leave, and responding to a subpoena).

See Item 3 within Teacher Planning Time on pg 18

#### 2. UNAUTHORIZED ABSENCES

An unauthorized absence is any absence taken without supervisory approval and is subject to disciplinary action.

#### 3. TARDIES

Teachers who arrive tardy should notify their building principal when they arrive. A job target will be filled out on those who are chronically tardy. (It should be noted that in the state school law book chronic tardiness is a cause for dismissal. School Law of Oklahoma, Section 99, 1988 Edition)

#### D. CONCLUSION

This proposal is terms of employment. It in no way broadens, limits or in any way changes the employment relationship currently in existence. Unusual circumstances may warrant additional consideration. Abusers of the purpose and intent of the policy may jeopardize their employment. In determining when and in what manner an employee is to receive disciplinary action, the building principal is to take into account the employee's overall record.

#### ARRIVAL/DEPARTURE TIME

Regular employment obligations for teachers will begin at 7:50 A.M. and end at 3:10 P.M. for a seven hour and twenty minute day, inclusive of lunch. Should bus duty exceed the work day by fifteen (15) minutes, for two or more consecutive duties, the teacher may request relief and the principal will provide relief. This provision does not include the following:

- 1. Special Education meetings such as:
  - A. IEP
  - B. Placement
  - C. MEEGS
  - D. Review
- 2. Parent meetings
- 3. Faculty meetings
- 4. Site based committee meetings

Negotiated 2000/Revised 2007

#### TEACHER PLANNING TIME

The Board acknowledges that a teacher's primary responsibility is to provide learning experiences and that his/her energies should be channeled into this responsibility to the fullest extent. Therefore:

- 1. All full-time teachers in grades K-5 will be provided with no less than one forty (40) minute period per day, and full-time teachers in grades 6-12 will be provided with no less than one regularly scheduled classroom period per day that the teacher should use for planning and preparation.
- 2. Every effort will be made to assure that a teacher's planning period is used for its intended purpose.
- 3. Teachers who substitute for other teachers at the request of the building principal shall be reimbursed \$25 per class period, to be paid in December and June. Teachers who are absent from one to three and one-half clock hours shall be charged with one-half day of applicable leave. Teachers who are absent from three and one-half to seven clock hours shall be charged with a full day of applicable leave. Teachers who voluntarily substitute for other teachers shall not be compensated and such substituting shall not result in any leave being charged to the teacher for whom they substituted.

Elementary teachers who substitute for other teachers at the request of the building principal shall be reimbursed at the rate of certified substitute pay divided by the number of teachers involved. Secondary teachers who substitute for other teachers at the request of the building principal shall be reimbursed \$25 per class period. Payment will be made in December and June. (#3 is suspended for the 2016-2017 School Year)

4. All classroom teachers must maintain a plan book. Teachers must have an emergency classroom folder with a minimum of 2 days of assignments that can be used by a substitute. Such lesson plan books will be available in the building at all times. These plans will be for all classes for which the teacher is responsible. At the close of each teaching day, the plan book shall be left in a designated place. This will cause the plan book to be readily available for a substitute teacher. The building principal will have the responsibility for monitoring these items and maintaining a record of noncompliance.

Negotiated 1984/Revised 1998/Revised 2005/Revised 2007/Revised Aug. 2009 Revised Aug. 2014

#### **TELEPHONE PRIVACY**

The Board understands that teachers need telephone privacy when visiting with parents of students. To accommodate this need the district will restrict access to the teacher's workroom to teachers, administrators, and support personnel.

Negotiated 2000

#### **FACULTY MEETINGS**

School principals are authorized to schedule faculty meetings, which all faculty may be required to attend. Principals are responsible for providing opportunities for establishment and development of specific educational goals and ideals: group decision-making, which provides problem clarification and resolution; information exchange needed for effective school operation; and cohesiveness and understanding among staff members.

The following guidelines will govern faculty meetings:

- Morning meetings will not begin before 7:30 a.m.
- In after school meetings every effort will be made to address the issues in a prompt and timely manner. Afternoon meetings will not go past 4:00 p.m.
- Faculty meetings will not occur more than twice a month unless unforeseen issues arise that requires the input of all faculty members.
- The preparation and announcement for a faculty meeting should be made several days in advance of the meeting.
- Administrative announcements should be disseminated in: the form of memorandums, bulletins, or electronic communications.
- > Faculty meetings should provide opportunity for teachers to share and discuss information about concerns when appropriate.
- Except in emergency situations, these meetings will not be held on Fridays or the day preceding a holiday or vacation period.
- > Faculty members will not be required to attend faculty meetings where solicitations are made.

Negotiated 2000/Revised 2001/Revised 2007

#### **EXTRA-DUTY ASSIGNMENTS**

Building principals shall provide a general duty description in writing for each duty station in their building. This description shall include general rules for students to follow and teachers to enforce while in that respective duty station. Teachers shall be notified of changes in said duty description.

Negotiated 1986

#### **TECHNOLOGY**

The VCTA proposes to have a technology person at each building site with a paid stipend to take care of building technology needs as they arise during the school year.

#### **TEACHER DUTY**

Those employees who travel between school sites will be exempt from having duty assignments if their travel on the day duty is assigned intrudes on duty free lunch or planning time.

Negotiated 2003/Revised 2005

#### **DUTY-FREE LUNCH**

The Board acknowledges that teachers need a break to eat their lunch. The Board also is aware that proper supervision is necessary for the safety of the student population. The Board and administration will give each teacher a twenty-five minute duty-free lunch at the minimum of four of every five days of school. On days that teachers have lunch duty, they will be given a minimum of ten minutes to eat their lunch without duty. The lunch duty schedule shall be fair and equitable for all staff members.

Negotiated 1984/Revised 2000

#### SUCCESSION OF LEADERSHIP

Protocol will be established at each school site identifying the succession of leadership if administrator(s) is out of the district. The protocol shall be placed in the teachers' handbook that is given out at the beginning of each school year. If a situation arises when an administrator is out of the building, they will be reached via phone.

Negotiated 2004

#### SCHOOL YEAR

School shall actually be in session and instruction offered for 1050 hours. An additional thirty (30) hours will be used for the attendance of professional development, making a total of 1080 hours for the year.

A professional educator not attending said professional development or not reporting to his/her building for the day will have to use authorized absences. Members who have exhausted all authorized days will forfeit the appropriate fraction of his/her salary.

Negotiated 1985/Revised 2007/Revised Aug. 2010/Revised August 2013

Revised Aug. 2014

#### **BUILDING CONDITIONS**

A standardized form on building repairs will be made available to teachers throughout the year to be filled out as needed and passed on to the Superintendent for his consideration.

#### PROTECTION OF TEACHERS

All cases of assault suffered by a staff member in connection with their employment shall be reported in writing by the teacher to the principal who shall transmit the teacher report and the administrative disposition of the incident to the Superintendent. The Superintendent shall acknowledge such reports to the principal and teacher. The district will comply with state law (21-650.7).

Documentation of the incident will be kept at the school site, as well as the superintendent's office.

Negotiated 2001

#### TEACHER EVALUATION CRITERIA

Audio or video taping of the formal observation shall be done only with the knowledge of the teacher and the tape shall become part of the employee's personnel file.

If a teacher received a Superior or Highly Effective rating in the previous school year, they would be eligible to be evaluated once every two years in accordance with district policy.

Evaluations may be done only by an site administrator.

Every effort will be made by the administrator to have the first non-tenured evaluation completed by November 15 and all evaluations completed by April 1.

Negotiated 1989/Revised 2014

#### TEACHER EVALUATION REPORT AND CONFERENCE

Completed copies of the written evaluation shall be given to the teacher prior to the post evaluation conference.

Negotiated 1989

#### TEACHER EVALUATION INSTRUMENT

www.tulsaschools.org/4 about District/employee standards main.asp

Negotiated 2013/Revised 2014

#### ADMONISHMENT AND PLAN OF IMPROVEMENT

Effort will be made to apprise the teacher verbally, personally, and privately, of the difficulties before writing an admonishment and plan of improvement.

When an admonishment and plan of improvement is warranted under state law (70-6-101.24), the individual's building principal or supervising administrator will develop a plan of improvement.

Section 127. Procedures for Administrator to Follow for Admonishment of Teacher.

- A. When an administrator who has the responsibility of evaluating a teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the administrator shall:
  - 1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
  - 2. Establish a reasonable time for improvement, not to exceed forty (40) working school days, taking into consideration the nature and gravity of the teacher's performance or conduct.
- B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent of the school district for the dismissal or nonreemployment of the teacher.
- C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.
- D. Repeated negligence in performance of duty, willful neglect of duty, incompetence, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with. (70-6-101.24)

#### Teacher Representative

A teacher may have an objective representative, designated by the President of the VCTA and approved by the involved administrator, present at the post-evaluation conference, admonishment and plan of improvement conference, or any evaluation conference.

#### **TEACHER PERSONNEL FILES**

- A. The district shall maintain Personnel Files for each teacher in the Board of Education office or in a proper storage area.
- B. The personnel files may contain the following but not be restricted to: (a) teacher evaluation and responses, (b) annual teaching contracts, (c) teaching certificates, (d) letters of commendation, (e) official transcripts and resumes.
- C. Negative material may not be placed in the teacher's file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher shall receive a copy of the material at no cost to the teacher at the time of filing. The teacher shall have the right, within five working days, to affix a written response to the material.
- D. The teacher or, upon written authorization, the teacher's legal council may review the contents of the teacher's file in the presence of authorized personnel during normal business hours.
- E. It is understood that principals may maintain a working file on teachers.

Negotiated 1990

#### SCHOOL EMPLOYEE DRESS CODE

- A. Employees of the Vinita Public Schools shall demonstrate through dress and grooming an appreciation of the importance of the school system, and shall present an appearance which will contribute to the honor and prestige of the employees of the school system.
- B. Appearance of school employees shall reflect professionalism. The Employee Dress Code shall allow for expression of individual taste in clothing and accessories, while maintaining a standard for professional appearance.
- C. Members of the Certified Professional Staff are encouraged to select clothing appropriate for persons employed in the professional, business, and office assignments. Teachers are expected to represent the ideal adult standards of persons who are accomplished, cultivated, and highly-educated. Staff members should serve as a role model for students.
- D. Provisions of the dress code are applicable to the school day, to school-related activities, and to all occasions when an employee is on duty or representing the school district in an official capacity.
- E. The dress code is intended to promote neatness, cleanliness and general good grooming, and to discourage indecency, poor taste and extremes in dress and grooming.
- F. Building principals may grant exceptions to employee dress code requirements for selected individuals for selected special event days, but not on a regular basis. Exceptions shall not extend to personnel who are under the supervision of other administrators.
- G. The building principal is delegated authority to act upon dress code violations and determine proper action to be taken in issues related to the dress code.

Negotiated 1991

#### BUILDING REPRESENTATIVES'/SUPERINTENDENT'S MEETINGS

The VCTA shall work with its building representatives to hold quarterly meetings with the Superintendent of Schools. The president of the V.C.T.A. will submit a schedule of such meetings to the Superintendent of Schools.

#### POLICY REVIEW COMMITTEE

A committee consisting of five (5) certified staff members, representing each building site, will review updated or suggest policies during the first reading by Board members to provide recommendations. If the committee deems it necessary to make recommendations, they shall forward them in writing to the superintendent before the proposed policies are brought to the Board for final approval.

Negotiated 2005

#### PROFESSIONAL DEVELOPMENT COMMITTEE

The Professional Development Committee shall be composed of classroom teachers, administrators, and parents, guardians, or custodians of children in the district. The majority of the committee shall be composed of classroom teachers who will be selected from a list provided to the Superintendent by the VCTA.

The Professional Development Committee sign-up form will be posted on the message board within each building site in or near the teacher's lounge and used to gather names of those interested in serving on the professional development committee. The list of names will be gathered before April 30. The superintendent or his/her designee will select two representatives from each site to serve on the Professional Development Committee. In accordance with HB 1457 (June 2005), the members selected shall be subject to the approval of a majority vote of the teachers in the district. The slate will be presented to certified staff for approval. A committee of five (5) certified staff will be assembled by the VCTA to tally the results of the vote. The committee will consist of people not appearing on the ballot. The results of the vote will be submitted to the superintendent and published in the VCTA newsletter following the election. Should a slate of names not meet the approval of the majority of the certified staff a new slate of names will be presented for another vote.

#### Guidelines for Membership on District Professional Development Committee

- 1. A minimum of one classroom teacher representatives from each site will be appointed by the superintendent or designee following the process outlined above.
- 2. Superintendent or designee shall serve on the committee.
- 3. At a minimum, the committee shall include at least one school counselor in its membership.
- 4. The chairperson will be appointed by the superintendent and approved by the Board at the end of each school term to begin serving the following school year. The chairperson should be a professional development committee member with one year of experience on the committee.

#### Guidelines for Membership on Site Professional Development Committee

- The teacher selected by the site administrator will serve as the site chair.
- 2. An additional three teachers will be selected by the site administration to serve on the site committee.
- 3. The site administrator or assistant will serve on the committee.

Negotiated 2005/Revised 2015

### Professional Development Committee Form

|                             | nterested in serving on the Profes<br>ear must sign their name on the |                               |
|-----------------------------|---|-------------------------------|
| Professional Development Co | mmittee is a two year term. The ajority vote of the teachers in the   | nose members selected will be |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |
| Teacher Name                | Teacher Name  | Teacher Name                  |

#### PROFESSIONAL DEVELOPMENT STIPEND

A professional development stipend of 1/180 of salary per day will be given to any certified employee attending any workshop, seminar, or meetings related to school during a non-contract day that is made mandatory by superintendent or his/her designee.

Negotiated 2005

#### MENTOR TEACHER

The following regulation shall govern the selection and use of mentor teachers to entry year or resident teachers in this school district.

- 1. A mentor teacher shall be selected by the principal from a list of qualified teacher volunteers who have submitted their names for that purpose. After compilation of the list, the principal shall provide opportunity for input from the bargaining agent.
- 2. Each mentor teacher may be paid up to \$500.00 per year by the District upon completion.
- 3. No teacher may serve as a mentor teacher for more than one mentee at a time.
- 4. The mentor teacher will provide guidance and assistance to the resident teacher, using the Mentor/Mentee Checklist. Consultation shall occur before or after school.
- 5. Each mentee shall serve under the guidance and assistance of a mentor teacher for a minimum of 1080 hours.
- 6. A mentor teacher shall be a classroom teacher and have a minimum of two years of classroom teaching experience as a certified teacher. The mentor teacher must hold at least a standard certificate. Whenever possible, the mentor teacher shall have had expertise and experience in the teaching subject area of the resident teacher.
- 7. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute and be assigned to the same school and have similar certification as the resident teacher.
- 8. In the case of an elementary teacher, if the mentee is in the upper grades (4-5), the list submitted must come from this area. If the mentee is in the lower grades (4K-1), the list submitted must come from this area. If the resident teacher is in grades (2-3), the list submitted must come from that area.
- 9. Selection of mentor teachers shall be in the following rank order:
  - A. Those holding at least a standard certificate in the same area as the resident teacher and currently teaching in the same area.
  - B. Those holding at least a standard certificate in the same area as the resident teacher and have had teaching experience in the same field.
  - C. Those holding at least a standard certificate and teaching in the same field as the resident teacher.
  - D. Those holding a standard certificate and have had teaching experience in the same field as the resident teacher.
  - E. Those holding a standard certificate and approved credentials in the same area as the resident teacher.
  - F. Those holding at least a standard certificate.
  - G. A VCTA Member
- 10. In the event no qualified teacher volunteers to serve as a mentor teacher, the building principal shall appoint a mentor teacher.

Negotiated 2005/Revised Aug. 2010

### SELECTION OF MENTOR TEACHER FORM

| Those wishing to be a mento<br>similar certification of the entry<br>school site as the entry year o | r teacher for the school year must have year or resident teacher. Mentor teachers must be voor resident teacher. | ve the same or vithin the same |
|--|--|--------------------------------|
|  | ke the final determination who must fill the position o  | of each mento                  |
| (Date)   |  |                                |
| Building Site:   |  |                                |
| Entry Year or Resident Tead  | cher Name:   |                                |
| Area of Certification Requir   | ed:  |                                |
| If you are interested in being   | the mentor teacher for the above, sign below:  |                                |
| Name:  | Name:  |                                |
| Name:  | Name:  |                                |
| Entry Year or Resident Tead  | cher Name:   |                                |
| Area of Certification Requir   | ed:  |                                |
| If you are interested in being   | the mentor teacher for the above, sign below:  |                                |
| Name:  | Name:  |                                |
| Name:  | Name:  |                                |
| Entry Year or Resident Tead  | cher Name:   |                                |
| Area of Certification Requir   | ed:  |                                |
| If you are interested in being   | the mentor teacher for the above, sign below:  |                                |
| Name:  | Name:  |                                |
| Name <sup>.</sup>  | Name:  |                                |

#### **EMERGENCY PLAN**

The VCTA will identify a representative from each site to work with the Assistant Superintendent and two site administrators, appointed by the assistant superintendent, to develop a District Wide Emergency Plan from the existing site plans.

Negotiated 2003

#### **FALL BREAK**

A two-day Fall Break will be incorporated into the school calendar to coincide with the third Thursday and Friday in October.

Negotiated 1992/Revised Aug. 2010

#### PARENT-TEACHER COMMUNICATION

Each teacher will attempt to communicate with the parents or guardian of the students in their classes through, but not limited to parent-teacher conferences, progress reports, telephone calls, and/or other forms of written communication at least once per semester.

Negotiated 1994/Revised Aug. 2010

#### **TRAVEL**

As a result of a policy being drawn up relating to personnel being on overnight school business trips, the district will not require more than two staff members per room.

Meal reimbursement:

Reimbursement will be based on the actual cost incurred for the total time traveled with the following cumulative maximums in place:

\$50 per day – In/Out state travel

The reimbursement may exceed the per-day maximum provided the total meal reimbursement amount is within the cumulative maximum.

Negotiated 2014

#### RETIREMENT

Vinita Public Schools will pay one hundred percent (100%) of retirement for all employees annually as long as funds are available and will not result in staff reduction.

Negotiated 1998/Revised 1999/Revised 2000/Revised 2001/Revised 2004/Revised 2005 EMPLOYMENT AND COMPENSATION INFORMATION SHEET

The Board proposes to provide each teacher employed on the first day of school each year a contract with their first paycheck. The contract will include the following information: base salary, addendums, fringe benefits, employee paid retirement, and accrued sick leave days at the beginning of the school year.

#### **PAY SCALE**

VCTA proposes that the 2014-2015 pay scale remain in effect for the 2015-2016 school year.

Negotiated 2003/Revised 2004/Revised 2005/Revised 2006/Revised 2008/Revised Aug. 2009/Revised Aug. 2010/Revised Aug. 2013, **Revised July 2015** 

#### **EXTENDED PAY SCALE**

One step will be added to the pay scale each year (starting with the thirty-first year) with the intent to negotiate one additional step each year until the scale reaches thirty-five years. Step increase will be \$425.00.

Negotiated 2016

#### **BONUS**

VCTA proposes that any monetary bonus shall be prorated and based on years of experience at the base salary level only. A minimum of at least \$100 shall be given, contingent upon funds available. The potentiality of a bonus will be discussed annually after the January Mid-Term allocation and in sufficient time to allow bonuses to be issued prior to spring break.

Negotiated 2000/Revised 2004

#### CHANGE THE MONTHLY PAYDAY

The monthly payday for certified staff will be on the 20<sup>th</sup> of the month.

Negotiated 2000

#### PAYCHECK DISTRIBUTION

Paychecks will be distributed by site administrators. If employees are not available to receive their checks, each individual's check will be placed in its own sealed envelope and can be picked up later.

Negotiated 2007

#### FINAL PAYCHECKS

All professional staff will be given the option to collect their final checks for June, July, and August as soon as the final fiscal year state aid payment is received from the State Department of Education or on June 20, whichever comes first. Professional staff will receive their May paycheck upon checking out with their principal or on May 20, whichever comes first.

Negotiated 2000

#### **DURATION CLAUSE**

This accumulative packet will remain valid until the VCTA or Board desires to renegotiate a specific item.

#### SAVINGS CLAUSE

Should any part of the negotiated agreement in effect be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from the Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. If mutually acceptable to the Board and the Association, negotiations may commence at any time for the purpose of arriving at a legally permissible replacement for the deleted part.

Negotiated 1986

#### **TUITION VOUCHERS**

Vinita Public Schools receive a limited number of tuition vouchers from NSU and possibly other universities, for participating in the teacher education program. These vouchers may be used for continuing education credit. Vouchers shall be available in the following order:

- 1. Teachers who have participated in the teacher education program during the current year (automatically qualify for the credits they have earned).
- 2. Teachers working toward a Master's or Doctorate degree in an educational area.
- 3. Any employee interested in taking a class.

A teacher wanting to use a voucher should submit his/her name and qualification for the voucher to the board office. Issuance of the vouchers will be August 1 for the Fall semester, January 1 for the Spring semester, and June 1 for the Summer semester, or the first business day thereafter.

Any vouchers remaining after other requests can be provided to teachers in category 1.

Negotiated 2008

#### **IEP MEETINGS**

All core subject teachers are expected to attend IEP meetings, which will be scheduled so that all core subject teachers are able to attend.

Negotiated Aug. 10, 2009