

2017-2018

Geary Independent School District 80

And

Geary Education Association

Negotiated Agreement

## **Negotiated Agreement – Master Contract**

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Geary Independent School District 80  
110 SW Embree Dr. Geary, Oklahoma 73040

**NEGOTIATED AGREEMENT FOR 2017-2018**  
**Geary Education Association and Board of Education of Geary Independent School**  
**District 80**  
**Geary, Oklahoma Blaine County**

Effective: \_\_\_\_\_

WHEREAS, THE GEARY EDUCATION ASSOCIATION AND BOARD OF EDUCATION OF GEARY INDEPENDENT SCHOOL DISTRICT 80 have considered items as submitted by both groups in the negotiations process and WHEREAS, the following items have been agreed to by the negotiations committee of both groups and have been officially accepted by the bargaining unit of the Geary Education Association on \_\_\_\_\_, 2017, and ratified by the Board of Education of Geary Independent School District 80 on \_\_\_\_\_, 2017, the negotiated items agreed to by the above named groups are hereby listed and constitute the negotiated agreement. This negotiated contract will become effective \_\_\_\_\_, 2017 and shall remain in full force and effect until a successor agreement is ratified. It is understood that their respective groups hereby ratify all negotiated items agreed to during the 2017-2018 negotiations with the signatures affixed hereto by the President of the Geary Education Association and the President of the Board of Education of Geary Independent School District 80.

**Scope of the Agreement**

The agreement may not be amended during the term of the agreement except by mutual consent, with any such amendment executed in writing and ratified by both parties. Any waivers or deviations from this contract requested by any specified individuals or groups shall first have written approval of the Geary Education Association followed by concurring approval of the Board of Education of Geary Independent School District 80 before such waivers or deviations become effective. Any deviations or waivers of specific contract language or sections must be in writing and do not constitute any other waiver or deviation of the contract in whole or part.

It is further agreed that both parties recognize the right and responsibility of the Board of Education of Geary Independent School District 80 and the superintendent to manage the schools and to make decisions and take action with regard to matters not contained in this agreement.

The Board of Education of Geary Independent School District 80 and the Geary Education Association agree that programs which provide increased opportunities for employee involvement in building-level decision making can foster the collegial exchange of ideas and information necessary for effective professional practice and improve the educational process. The Board of Education of Geary Independent School District 80 and the Geary Education Association encourage a building based education improvement team at each school to facilitate the development and implementation of such programs.

The administration, the Board of Education of Geary Independent School District 80, and the Geary Education Association agree that all employees of Geary Public Schools shall have the right to speak openly and freely to board members, administrators, and others in a manner that is non-slanderous and is an inherent right of all citizens guaranteed in the Constitution of the United States of America.

This agreement is hereby ratified by the party's representative's signatures

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President,  
Geary Education Association

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President,  
Board of Education of  
Geary Independent School District 80

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Negotiating Committee Member

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Negotiating Committee Member

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Negotiating Committee Member

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Negotiating Committee Member

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Negotiating Committee Member

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Negotiating Committee Member

**NEGOTIATED AGREEMENT FOR 2017-2018**  
**Geary Education Association and Board of Education of Geary Independent School**  
**District 80**  
**Geary, Oklahoma Blaine County**

**ARTICLE I – PROCEDURAL AGREEMENT**

1. The Board of Education of Geary Independent School District 80, Geary, Oklahoma, Blaine County, hereinafter referred to as the “Board”, recognizes the Geary Education Association (GEA), hereinafter referred to as the “Association” as the sole and exclusive negotiating agent for all regularly employed certified personnel, hereinafter referred to as “employees”, with the exception of the superintendent and principals. This Negotiated Agreement shall hereinafter be referred to as the “Agreement”.
2. The Board agrees not to negotiate or to consult with any other employees’ organization or group of employees with regard to negotiable items as defined in the Procedural Agreement, unless otherwise provided for in this agreement or unless mutually agreed to by the parties during the terms of this Agreement.
3. The Association will notify the Board in writing by February 1<sup>st</sup> of each current calendar year stating that the Geary Education Association will negotiate.
4. The procedures as outlined in this Procedural Agreement may be waived by mutual consent of the Association negotiating committee and the Board representatives. By mutual agreement, both parties may agree to change procedures and dates for negotiations.

**Section A – Negotiations Meetings**

1. Negotiation meetings may not exceed two meetings per calendar week, a calendar week defined as Monday through Saturday.
2. Additional meetings may be scheduled with mutual consent of both negotiating committees.
3. Negotiation meetings will begin at mutually agreed upon times and dates.

**Section B – Proposals and Counter-Proposals**

All proposals and counter proposals will be in writing with no new proposals or counter-proposals brought to the table after May 31<sup>st</sup>. This requirement may be waived or extended upon mutual agreement of mutual parties.

**Section C – Bargaining Unit**

1. The bargaining unit for the Association will consist of, but not limited to, one (1) spokesperson and three (3) support negotiators. In the event the Association chooses to have more than four members, the Association will notify the superintendent twenty-four (24) hours prior to the set meeting date.

2. Members of the negotiating committee representing the Association will be members of the Association and employed by Geary Public Schools as certified faculty members. Representing the Board in negotiations shall be no more than two (2) board members designated and appointed by the Board at a duly called meeting.

#### **Section D – Items for Bargaining**

Bargaining will be open to “contract language”, “additions and modifications to the contract”, and “terms and conditions of employment”.

#### **Section E – Public Statements**

The Board and the Association shall issue all public statements, either verbal or written, jointly

#### **Section F – Ratification**

The agreement reached by the negotiating parties will be presented to both the Association and the Board for consideration and/or ratification at their next scheduled meeting.  
(Recommended to take place in August.)

### **ARTICLE II – EMPLOYEE AND ASSOCIATION RIGHTS**

#### **Section A – Terms and Rights Definitions**

1. Employee Discipline – Rules and Regulations governing employee conduct shall be reasonable and enforcement of employee discipline shall be fair and exercised for a just cause.
2. Non-Discrimination – The Association and the Board agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, national origin, age, religion, sex, domicile, or marital status. Further, there shall be no discrimination against any teacher because of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiation with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement, or law, or otherwise with respect to any terms or conditions of employment.
3. Right of Notification – When an employee is required to appear before the Board concerning any matter which could adversely affect the employee’s employment, the employee’s position, or the employee’s salary, the employee shall be advised in writing of the reasons for the requirement.
4. School Code Rights – Whenever any rights or benefits accorded to employees under the School Code of the State of Oklahoma or under other laws and regulations exceed the benefits accorded employees elsewhere in this Agreement, such rights and benefits shall be incorporated into and become a part of this Agreement.

5. Right to Organize – Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee for reason of membership in the Association, participation in negotiations with the Board, for the institution of any grievance, complaint, or proceedings under this Agreement.
6. Meetings, Notices, and General Information – The Association shall be provided the following:
  - a. The use of school buildings for meetings
  - b. The use of employee mailboxes, inter-school mail, e-mail, and school bulletin boards for the purpose of internal communication
  - c. The use of school equipment (computers, copy machines, printers, and fax) in accordance with school policy
  - d. Association business will not interfere with teaching. The administration will determine what constitutes interference.

### **ARTICLE III – EMPLOYER AND MANAGEMENT RIGHTS**

#### **Section A – Management Rights Identified**

Except as specifically modified by this Agreement, the Board retains all powers, rights, and authority vested in it by laws, rules, and regulations including but not limited to:

1. The right to manage and control school properties and facilities.
2. Select and direct personnel
3. Determine, manage, and control the school curriculum
4. Relieve employees from duties
5. Take such actions as it deems necessary to maintain efficiency in the operation of the school system
6. Determine the methods, means, and personnel by which the functions of the school district will be performed

### **ARTICLE IV – EMPLOYMENT**

All candidates for new employment will interviewed by the superintendent, building principal, and/or possibly other certified personnel.



## **ARTICLE V – NEPOTISM**

It is the policy of the district to seek the most qualified persons to fill its teaching, administrative, and staff positions; however, from the date of this policy, members of the same family (through either blood or marriage) may not be appointed to faculty and/or staff positions in which an immediate family member will be directly supervised by or have direct supervision over another family member.

For purposes of this document, the following definition shall apply:

Family member shall mean husband or wife, brother or sister, mother or father, and son or daughter.

1. As of August 2009, no family member may have direct or indirect supervision over the performance, pay, or welfare of another, and together they may not be involved with matters of financial controls and physical inventories of district properties.
2. In instances in which current employees who are related by blood or marriage share responsibilities listed above, and then every effort will be made to change job descriptions or extra duty responsibilities so as to eliminate possible conflicts of interest.
3. In instances in which a teacher or staff employee is supervised by another family member, then supervisory responsibilities such as evaluation, job assignments, and salary determination will be assumed by another supervisor, either in a different department or in a higher position.
4. In order to avoid the appearance of nepotism, it is preferable that no district employees shall have supervisory roles over others who are from that employee's immediate family. This will include relationships of blood or marriage.

For the purposes of this document, the following definition shall apply:

Nepotism means favoritism granted to relatives or close friends without regard to merit.

5. In situations in which the district employs members of the same family, the following steps should be taken.
  - a. For evaluation purposes, the employee should be observed and evaluated by a non-family member who is in a supervisory position.
  - b. No employee should fear retaliation or harassment from a supervisor when a complaint or concern is lodged concerning the supervisor's family member, who is employed by the school district.

## **ARTICLE VI – EMPLOYMENT CONDITIONS**

### **Section A – Employee Work Day**

1. All elementary teachers will be provided with two (2) uninterrupted preparation periods of not less than 30 minutes each or one (1) uninterrupted 60-minute period. All junior/senior high instructors will be provided with one (1) uninterrupted class period per day to be used as a preparation period. The above mentioned preparation periods shall be used for grading papers, entering grades and attendance on the computer, making lesson plans, preparing for daily teaching responsibilities, obtaining supplies, etc. Teachers who leave the building during their preparation period and are not traveling to another school site as part of their teaching assignments are asked to notify the office of departure time, destination, and time of return.
2. Sponsors of extra-curricular activities shall be compensated in accordance with the extra-curricular pay schedule negotiated for and agreed upon in the Agreement. These assignments will be on a voluntary basis. However, if there are no qualified volunteers for these positions, assignments will be made on a fair and equitable basis. The Board will approve the extra-curricular pay schedule by June 30<sup>th</sup> of the calendar year.
3. Staff assignments for athletic events such as keeping gate, working as time or scorekeeper will be made in a fair and equitable manner by the site principal on a needs basis. Those performing gate duty will be paid twice annually, in January and June.
4. All teachers, elementary and secondary, are encouraged to attend a minimum of two (2) events per sport throughout the year, dependent upon scheduling of events. Sports include:
  - a. Elementary, Junior High, Junior Varsity, or Varsity Football
  - b. Elementary, Junior High, Junior Varsity, or Varsity Basketball (Boys or Girls)
  - c. Elementary, Junior High, Junior Varsity, or Varsity Wrestling
  - d. Junior High, Junior Varsity, or Varsity Baseball/Softball

### **Section B – Early Release From Work Day**

1. All teachers shall be required to participate in early Wednesday releases for professional development activities, collaboration activities, and other activities deemed important to the academic advancement of the students. A teacher may only be released from participation in an early release Friday professional development by requesting release prior to the Friday from the superintendent or in the case of verifiable illness or medical reasons.
2. No teacher shall be allowed early dismissal or take leave prior to vacation breaks, other holidays such as: Fall Break, Thanksgiving, Christmas Break, Spring Break, the end of school, The Superintendent may waive this regulation for sick leave, other medical reasons, family or other personal reasons (determined on a case by case basis) requested in advance of the requested leave. The Superintendent may request medical proof for leave.

### **Section C – Teaching Load**

The Board agrees to conform to class size requirements set forth in current accreditation standards and School law.

### **Section D – Vacancy**

In the event that a vacancy occurs within the district, the superintendent shall post the vacancy in the teacher workrooms, by e-mail to all certified/licensed employees, and on the district's website prior to posting the vacancy with other placement offices. District personnel who are certified and qualified to fill the vacancy are encouraged to apply for the vacant position. District personnel will be given consideration prior to filling the vacancy with an out-of-district person.

### **Section E – Harm or Threat to Employees**

Any employee who is harmed, or threatened with harm, while performing his/her duties shall notify the building principal immediately. The principal shall take necessary action to protect the employee from such threats or harm. While it is the teacher's responsibility to report such incidents to the proper authorities, the district shall render assistance to the teacher in reporting the incident and communicating with law enforcement officials. There shall be no negative action taken against the teachers who exercise their right to report threats, assaults, and/or battery.

### **Section F – Continuation of Duties After Injury**

As mandated by state law, any public school teacher who is unable to continue his/her contract of employment as a result of injury sustained in the performance of his or her duties shall be paid his or her full contract salary for the remainder of that school year or contract year or period, whichever is applicable, or for that period of time in which he or she is prevented from teaching or working as a result of the injuries, not to exceed the term of the contract. The school district paying the balance of the contract payments may file suit against such person or persons or their guardian or guardians for reimbursement of payments so made.

Examples of injuries, which qualify, include:

1. Assault by a student, relative of a student, or a person from a student's household
2. Injury sustained as a result of quelling or attempting to quell or stop a fight, disorderly conduct or any disturbance related to a school function or activity.

Nothing in this section shall affect the right of the employee in regard to the Worker's Compensation Act.

## **ARTICLE VII – EMPLOYEE OBSERVATIONS AND/OR EVALUATIONS**

Geary Public Schools in collaboration with the Association selected the Tulsa TLE Observation and Evaluation Rubric for Teachers in April 2012. The Tulsa TLE Observation and Evaluation Rubric by resolution will be the exclusive evaluation rubric and system used by the administration of Geary Public Schools. Evaluations, walk-through observations, due process procedures and documentation utilized in Geary Public Schools will be in accordance with Oklahoma State Law and this Agreement.

### **Section A – Career Teachers**

Career teachers shall be evaluated at least once annually. Career teachers receiving a “Superior” or “Highly effective” rating under the TLE may be evaluated once every two years. (SB 207)

### **Section B – Probationary Teachers**

Non-tenured (probationary or temporary) teachers shall receive formative feedback once each semester. (SB 207) (SB 426)

### **Section C – Evaluations**

1. In recognition that through technology and research there comes more effective and efficient evaluation forms, techniques, and procedure become available, proposal from the Board, the administration, and the Association will be seriously reviewed and considered by all parties.
2. It is the responsibility of teachers to read, study, and evaluate themselves using rubric that are attached to this Agreement. These are the agreed rubrics that were used during the pilot year of 2012-2013. (These were not attached – Received in the 2012-2013 Faculty Handbook)

## **ARTICLE VIII – EMPLOYEE COMPENSATION AND FRINGE BENEFITS**

### **Section A – Compensation**

1. The salary schedule for certified staff will be the current minimum state salary schedule. The current minimum state salary schedule may be attached to this document or may be accessed on the Oklahoma State Department of Education’s website.
2. Certified employees shall receive the flexible benefit allowance as mandated by state law to be used to apply toward health insurance or compensation.
3. Full credit for education and experience will be granted to certified employees transferring to Geary Public Schools from other schools accredited by their respective states or by another recognized school accrediting agency.
4. Any mistakes in compensation due to errors in placement on the salary schedule can only be adjusted during the current school year.
5. Teachers shall be paid on or before the 20<sup>th</sup> of each month, commencing in August of each new fiscal school year and continuing through July.
6. Certified employees will be paid on the basis of twelve (12) equal payments.

## **Section B – Benefits**

1. The Board will pay a certified employee twenty-five dollars (\$25) per day for his/her remaining accumulated sick leave days up to twenty-five (25) days upon retirement from the Geary School system. In the event a retiring teacher has accumulated 120 sick leave days or more, 120 of those days will be used as creditable service for retirement and the Board is obligated to pay only for those accumulated days in excess of 120 days and not more than twenty-five (25) days. Any sick leave days contributed to the Sick Leave Bank will not be counted.
2. At the time of retirement, teachers may make a “targeted” donation of excess sick leave days to any current employee of the Geary Public Schools of their designation. The District defines excess sick leave days for this purpose as any days not counted in the 120 days computed as a service year for the teacher retirement benefits and in excess of twenty-five (25) days eligible for buy back from the teacher at the time of retirement. Those additional days are not to be used by the Teacher’s Retirement System for use by the receiving employee in computation of future retirement benefits or be carried forward for sale to the district at retirement. Example: If Employee A has 147 days of accrued sick leave at retirement, 120 of these days are used to compose a service year for retirement benefits, twenty-five (25) may be sold back to the District at the rate of \$25.00 per day, and seven (7) may be “target” donated to the employee of their choice.
3. In order to provide a benefit for those certified employees that have shown outstanding loyalty to Geary Public Schools by serving over fifteen (15) years, the Board will award full payment of their retirement contribution based on the following guidelines. Failure to meet all of the below guidelines will result in ineligibility for the employee incentive:
  - a. A certified employee must have twenty-five (25) years verifiable teaching or public school service.
  - b. A certified employee must have fifteen (15) years total service to Geary Public Schools.
  - c. A certified employee must qualify as a member of the Oklahoma Teachers’ Retirement System and be eligible for full retirement within three (3) years.
  - d. This benefit will be given a maximum of the last three (3) years of service to the district prior to retirement. If the employee fails to retire, it is understood that the benefit terminates at the end of the original three-year period. Salaries will be adjusted at that time to reflect the end of the benefit.
  - e. A certified employee must request and submit a district provided form during May of the school year prior to the school year in which the benefit is to begin.
  - f. The total incentive costs shall not exceed \$12,000.00 in any given year. In the event that the number of teachers accessing the program pushes the cost beyond this amount, the maximum incentive will be prorated equally among participants.

## **Section C – Substitute Teaching During Conference-Planning Period**

Teachers who substitute during their conference-planning period, will be paid \$15 per hour or period.

## **ARTICLE IX – SICK LEAVE AND DISABILITY LEAVE**

### **Section A – Sick Leave**

1. At the beginning of each school year, each teacher shall be credited with ten (10) days (70 hours) of sick leave, the unused portion of which shall accumulate from year to year up to and including seventy-five (75) days. Payment for sick leave shall be made on the basis of the current salary rate that is in effect for the teacher receiving the payment. The district shall pay such teachers the full amount of their contract salaries during any absence from their regular school duties for a period of time under such conditions as the Board may determine, but not less than the minimum benefits previously stated.
2. The District office shall furnish each teacher with a written statement of that teacher's accumulated sick leave at the beginning of each school year.
3. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Oklahoma Worker's Compensation laws or said teacher's individual insurance, for the number of days the teacher has accumulated under sick leave policy.

### **Section B – Sick Leave Sharing (O.S. 70-6-104.6)**

1. Donation of sick leave days is permitted in case of catastrophic illness. This applies to teachers when they, or a relative or household member, face a catastrophic illness. If the teacher has exhausted his/her sick leave days and the twenty (20) days as stipulated in state policy, then the employee may request additional days from the Association. The request will be referred to the Association President and presented to the superintendent. Upon approval, teachers will be notified of the specific need to donate days to the teacher. Employees will have two (2) weeks to notify the District office of their desire to contribute sick leave days. Donated days will be deducted from the sick leave accumulations of those donating sick leave days. Contributing members must have at least ten (10) accumulated sick leave days before being allowed to contribute. Donations will be kept anonymous if so desired. The employee receiving the donation will not be allowed to save the sick leave days in the event the days are unused during the school year. Unused days will be returned to the donors through an equitable procedure. (O.S. 70-6-142)
2. For purposes of this document, the following definitions apply:
  - a. "Relative of the employee" means a spouse, child, stepchild, grandchild, parent(s), grandparent(s), stepparent(s), mother-in-law, father-in-law, son-in-law, daughter-in-law, foster child, legal ward, and/or exchange student;
  - b. "Household members" means that person who resides in the same house, who has reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
  - c. "Catastrophic" means serious, extreme, or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from;
  - d. "Full-time Employee" means a certified teacher employed full-time with the school district.

3. If after exhausting all sick leave, a teacher is absent from his/her duties due to extended illness, the teacher shall receive full contract salary less the amount actually paid to substitute in the event a teacher is absent from his/her duties due to extended illness. (O.S. 70-6-142)

#### **Section C – Personal Business Leave**

The Board shall grant each employee three (3) days (21 hours) of personal business leave to be used at the employee's discretion unless those days conflict Article VI Section B Item 2. Application for personal business leave must be made in writing and in advance when possible.

#### **Section D – Emergency Leave**

The Board shall grant each employee two (2) days (14 hours) emergency leave.

#### **Section E – Other Provisions for Leave**

The Board shall grant each employee up to three (3) days (21 hours) of bereavement leave in the event of the death of a close relative or household member, as defined in this Agreement. If the employee attends a funeral or memorial service for the family and/or household member in a location over 500 miles away, then an additional two (2) days (14 hours) will be granted. If additional bereavement leave is needed during the school year, then a request may be submitted to the building principal.

#### **Section F – Personal Leave**

Employees may be credited with an amount equal to or up to three (3) unused personal days (21 hours) to their individual sick leave accumulation at the close of each school year. Notice of the teacher's intent to participate must be received in writing by the superintendent's office by the last working day of May of that school year.

#### **Section G – Association Leave**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representative shall be excused without loss of salary providing:

1. the Association reimburses the district for the cost of substitutes
2. the frequency of excused leaves does not impair the quality of classroom instruction
3. a written request for leave has been submitted to the superintendent

## **ARTICLE X – SABBATICAL LEAVE**

### **Section A – Qualifications**

Teachers who have been employed for seven (7) consecutive years by the District may be granted a sabbatical leave for teacher improvement not to exceed one (1) year. It is agreed that teacher improvements include, but is not limited to: attending college or university or other educational institution; travel which will improve the teacher's ability to teach; serving as an officer in the Oklahoma Education Association or National Education Association.

### **Section B – Application**

Teachers that wish to apply for sabbatical leave must submit their request in writing prior to March 1<sup>st</sup> of the year preceding the requested leave. The written request shall include a statement as to how leave will be used, what college/university/educational institution may be attended, what courses pursued, and/or other information deemed necessary. The written request shall also include a statement of the teacher's intention to return to the Geary School District upon conclusion of said leave. Teachers on leave shall also agree to complete reports on progress as may be required by the Board or Association. The teacher shall submit the application to the Association before the application is sent to the Board for final approval. The Board shall retain final authority for granting or denying the application.

### **Section C – Terms**

During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall have contractual agreement, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

### **Section D – Retirement**

Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Teacher Retirement System of Oklahoma.

### **Section E – Tenure Status**

While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave, the teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule as the teacher would have been had the teacher taught in the district during the sabbatical leave.

### **Section F – Returning to Work**

A teacher that has been granted sabbatical leave shall be required to notify the Board and the Association on or before April 1<sup>st</sup> of the year of the leave that he or she intends to return to work for the up-coming year. Failure to properly notify the Board and the Association will result in the teacher's dismissal so that a suitable replacement may be secured.

### **Section G – Insurance**

A teacher on sabbatical leave may continue on district insurance programs at the teacher's own expense.



## **ARTICLE XI – TEACHER CLASSROOM FUND**

### **Section A – Purpose**

The purpose of this fund is to provide teachers with funds to spend on instructional materials.

### **Section B – Operation and Procedures**

The operation of this plan will be as follows:

1. Certified faculty members will be allocated two hundred dollars (\$200.00) to spend on instructional materials and/or library materials for their teaching area. Funds for this allocation will come from budgets for each site. These funds will be in addition to routine site supplies ordered for each site for the next school year.
2. Faculty members may fill out the necessary forms and submit them to the Building Principal at any time between July 1<sup>st</sup> and the Friday before Spring Break for materials to be used within the current school year. The price of materials along with the shipping and handling will not exceed two hundred dollars (\$200.00). Requisition forms will be used for materials that need to be ordered and purchase orders will be used for materials the faculty member will personally pick up. A purchase order must be approved before the purchase of materials in order for the faculty member to be reimbursed for any out-of-pocket expenses. The submission of orders for instructional materials may be “paced” at the request of the faculty member in order to meet his/her instructional needs as long as the materials are used for the current school year.
3. An additional allocation may be granted to faculty members whose teaching assignment changes from the previous year. Those changing grade levels or content area should submit a proposal detailing the instructional materials that will be needed and the cost.

### **Section C – Building Based Budgets**

1. The District will use a building based budget to plan for the educational needs in each building. Each principal shall create a team approach in development of the budget and identify the needs of the building and departments separate from the individual faculty members’ requests. The budget shall be devised and submitted to the superintendent’s office by April 15<sup>th</sup> of each fiscal year for the next school year. The superintendent may request additional supporting information prior to submitting the budget to the Board at the first board meeting in May.
2. Once the Board has approved the budget, requisitions shall be completed and submitted for processing.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

### **Section A – Definitions**

1. Grievance: a grievance is a claim by a teacher, a group of teachers, or the Association that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement or established Board policy. The parties recognize there are two types of grievances:
  - a. A contractual grievance is a grievance that is claimed by a teacher, teachers, or the Association based on a difference of opinion concerning interpretation, application, or alleged violation of this Agreement. Such grievances shall be appealed through the grievance procedure.
  - b. A policy grievance is a claim by a teacher, teachers, or the Association based on a difference of opinion concerning the interpretation, application, or alleged violation of established Board policy. Such grievances shall be appealed through the grievance procedure.
2. Grievant: the person, persons, or the Association making the complaint.

### **Section B – Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may affect teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **Section C – Procedure**

#### **1. Level One (Informal Process)**

Before a formal grievance is filed, a grievant shall meet with the building principal or other administrator in charge and attempt to resolve the problem. No written record of a grievance shall be kept if it does not go beyond the informal process.

#### **2. Level Two (Formal Process)**

- a. If the grievance is not resolved in the informal process, the grievant shall present the grievance in writing within five (5) school days after the discussion of the grievance. The grievant may file the grievance in writing simultaneously with the Association or its designee and the principal or other administrator in charge on the “Grievance Report Form’ located in the appendix.
- b. Within five (5) school days after receipt of the written grievance, the administrator will meet with the grievant and his/her representative in an effort to resolve the grievance. The administrator shall communicate his/her decision in writing, together with supporting reasons, within five (5) school days after the meeting. If the administrator fails to act or respond, the grievant may proceed to the next level.

### 3. Level Three (Formal Process)

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may file the grievance in writing simultaneously with the Association or its designee and the superintendent using the “Grievance Report Form” located in the appendix.
- b. Within five (5) school days after receipt of the written grievance, the superintendent will meet with the grievant and a representative of the Association. The superintendent shall submit his decision in writing to the grievant and the Association within five (5) school days after the meeting.

### 4. Level Four (Formal Process)

- a. If the grievance is not resolved to the satisfaction of the grievant, the the Association and/or the grievant may appeal to the Board in writing within five (5) school days following receipt of the superintendent’s decision.
- b. Within five (5) school days after the receipt of the written grievance, the Board will hold a hearing with the grievant and/or Association in an effort to resolve the grievance. The Board shall communicate its decision in writing with supporting reasons within thirty (30) days after the hearing.

## **Section D – Rights of Teacher Representation**

1. There shall be no reprisals of any kind taken by the Board or any member or representative of the administration against a grievant, a grievant representative, or any participant in the grievance procedure.
2. Teachers have the option of representing themselves at any stage of the grievance procedure or by a grievant representative selected by the Association.

## **Section E – Miscellaneous**

1. Time Limits: Maximum time limits specified in the grievance procedure may be extended by mutual consent.
2. Year-End Grievance: In the event a grievance is filed at such a time that it cannot be processed through all of the steps in the grievance procedure by the end of the school year, then the time limits set forth herein may be reduced or extended to the next school year so that the grievance procedure can be followed, but only by mutual consent of all parties.
3. Justified Admission: If the Board or any of its administrative staff does not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the grievant shall receive the remedy he or she is seeking.
4. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may initiate and submit such grievance in writing to the superintendent directly and the process of resolving such grievance will start at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though there is no

individual grievant who wishes to do so.

5. Decisions rendered at all steps of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties of interest and to the Association.
6. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

### **ARTICLE XIII – NO STRIKE CLAUSE**

1. Pursuant to Oklahoma School Law, the Association and the district agree fully that the primary mission of both parties is the education of the district's children. Accordingly, the Association and its members agree there will be no strike or work stoppage during the term of this Agreement.
2. The Association will advise and direct any member or members of the Association engaging in any form of deliberate work stoppage to immediately cease such action.
3. Nothing contained in this Article shall be deemed as depriving any employee of his/her rights as guaranteed in the First Amendment of the Constitution of the United States of America,

### **ARTICLE XIV – REDUCTION IN FORCE (RIF)**

#### **Section A – Reasons for the District to Institute a Reduction in Force**

In the event it becomes necessary for the District to reduce the number of certified staff due to:

1. existing or projected decrease in revenue,
2. existing or projected decrease in student enrollment,
3. existing or projected changes in educational programs or curriculum,

reasonable effort shall be made to accomplish the necessary reduction in force by resignations, retirements, and other methods of attrition.

#### **Section B – Reduction in Force Procedure**

When it is not possible to accomplish the necessary reduction in force through normal methods of attrition, the following procedure will be followed:

1. Positions eliminated will be based on the position itself, not the teachers occupying these positions.
  - a. Career teachers holding eliminated positions will be placed in another teaching position for which they are properly certified, provided the areas in which they certified are

occupied by provisional/emergency certified, probationary, or career teachers with less seniority.

- b. Provisional/emergency certified, probationary, or career teachers released for this reason will be moved to other District openings for which they are properly certified when possible.
2. If further reduction in force is necessary, the following factors will be considered when determining which professional employee(s) will not be renewed:
  - a. Seniority in the district; Years of experience in the District
  - b. Provisional or Emergency certified, Probationary, Career
  - c. Job performance as determined by evaluations
  - d. Advanced degrees and education as determined by the career employee's placement on the salary scale

For the purposes of this document, the following definitions shall apply:

Seniority means the longevity with the District based on continuous contractual employment.

3. Certified personnel selected for RIF shall be given notice from the Board according to law. Notification will be by certified mail and will include the employee's due process rights.

### **Section C – Recall of RIFed Personnel**

1. Recall of RIFed certified staff shall follow the reverse procedure for reduction. Certified staff who were the last to be laid off shall be given the first opportunity for employment should an opening occurs for a position in which they are qualified. Recall rights shall continue for two years from the date of termination.
2. For twelve (12) months after the effective date of termination pursuant to this procedure's provisions, the Board shall offer a teacher who has been RIFed all positions that become available for which they are certified.
3. Every possible effort shall be made to return said teacher to the position held immediately prior to layoff or to a substantially equivalent position. If several former teachers are certified for a position, the position shall be offered to the certified teacher who had the most seniority when laid off. The offer shall be certified mail, return receipt requested, and the teacher shall be notified that he/she must submit written acceptance within ten (10) calendar days of receipt.
4. Teachers who have been laid off shall remain on the recall list for twelve (12) months unless he or she:
  - a. waives recall writes in writing.
  - b. fails to accept recall to the position held immediately prior to layoff or to substantially equivalent position.
5. Teachers will not forfeit recall rights if they secure other employment during layoff.

6. Teachers on layoff shall not gain career status.
7. Re-entry into the District shall reflect all previously earned experience and benefits.
8. A teacher may continue on District insurance program at his/her own expense until recall rights have lapsed, provided that continuance is acceptable to the insurance carriers.
9. Certified employees on a temporary contract shall be notified by the first Monday in June if they will be rehired for the next school year.

## **ARTICLE XV – COMPLAINTS AND ACCUSATIONS AGAINST TEACHERS**

1. All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken. If it appears that disciplinary action is warranted, the teacher(s) in question will be notified.
2. Teachers shall have the right to be informed of the identity of a complainant and provided an opportunity to resolve the issue before disciplinary action is taken or a written record of the complaint is to be made a part of the teacher's official personnel file.
3. If at all possible, teachers shall not be reprimanded in the presence of others.
4. If the teacher meets with an administrator concerning a complaint involving the teacher, the teacher shall have the right to have a representative present during the conference. The administrator shall also have the right to have a witness present during such conferences.
5. Those making complaints against a teacher should first have their complaint brought forward to the teacher. If an administrator or Board member becomes aware of a formal complaint against a teacher, the administrator or Board member shall ask that complainant to take the complaint to the teacher involved first, and then through administrative levels before any response shall be given by the Board.
6. No teacher shall discriminate against nor harass any party involved in filing complaints regarding a teacher.

## **ARTICLE XVI – STUDENT DISCIPLINE PROCEDURES**

### **Section A – Board Support and Assistance**

1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
2. The Board shall maintain a code of student behavior which shall include and enforce penalties for physically assaulting a teacher with intent of inflicting harm, verbally assaulting a teacher using profanity, and threatening to do harm to a teacher or his/her personal property.

### **Section B – Corporal Punishment Policy**

A written policy statement by the Board governing the use of corporal punishment shall be publicized to teachers and students at the beginning of each school year. (Refer to Board Policy on Corporal Punishment 600.6)

### **Section C – Discipline Committee**

1. Each school shall maintain a committee, which is responsible for developing and refining their site discipline plan. The committee, comprised of teachers and administrator(s), shall reach a consensus on rules of conduct, within the provisions of Board policy, to govern student behavior at the local site.
2. Principals shall meet with their respective school staffs at the beginning of each year to review and discuss the site discipline plan and Board policies relating to student conduct and discipline.
3. Students and teachers shall receive annually, at the opening of school, a hard copy of a handbook listing the rules and regulations to which students are subject.

### **Section D – Classroom Control**

1. A teacher may temporarily remove a student from class and immediately direct the student to the proper building authority (principal or designated representative) when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in classroom intolerable. In such cases, the teacher will furnish the principal or designated representative, as promptly as his/her teaching obligation will allow full particulars of the incident in writing, including, but not limited to previous corrective actions taken.
2. When the continued presence of a student in the classroom becomes a hindrance to student learning and is disruptive to the teacher or students, the proper building authority will isolate or suspend the student, and/or request a conference with the teacher and the student's parent or guardian.

## **ARTICLE XVII – DISTRICT CURRICULUM COMMITTEE**

A District Curriculum Committee composed of representatives from the elementary and secondary schools as well as administration shall be appointed for the purpose of determining, managing, and controlling school curriculum.

1. The committee will consist of a minimum of four (4) certified faculty members appointed by the Association as well as the elementary and secondary principals. Both elementary and secondary faculty members will be represented on the committee.
2. The committee shall be appointed each year in August. The recommendations of the committee for curriculum development for implementation in the next school year shall be presented to the Board prior to the next school year.

## **ARTICLE XVIII – STAFF DEVELOPMENT**

### **Section A – Staff Development Committee**

1. A staff development committee composed of representatives from the elementary and secondary schools as well as administration shall assess system-wide needs, establish priorities, develop objectives, design activities, recommend funding, and evaluate the staff development program.
2. The committee will consist of a minimum of four (4) certified faculty members appointed by the Association as well as the elementary and secondary principals. Both elementary and secondary faculty members will be represented on this committee. In order to design staff development programs relevant to the needs of the different schools, the committee will be permitted to meet as two different committees to plan appropriate programming for the different sites. A minimum of two certified faculty members will work on each site-level committee.
3. The committee shall be appointed each year in August. The recommendations of the committee for the staff development programs to be implemented in the next school year shall be presented to the Board no later than the May school board meeting.

### **Section B – Funds for the Staff Development Program**

1. Appropriate funding will be made available for the staff development program designed by the committee.
2. The committee will recommend to the administration funding for staff development including funds from Title I, Title II, and other federal, state, and local funds.

### **Section C – Staff Development Requirements**

1. All certified/licensed staff and all retired certified staff employed by the district will complete the number of staff development hours required by the Oklahoma State Department of Education.
2. Examples of acceptable staff development activities include, but are not limited to: in-service programs offered by the district, workshops and professional activities that help enhance instruction, college and university course work, curriculum development, and observation of teachers' classes in another district.

## **ARTICLE XIX – TECHNOLOGY COMMITTEE**

1. There shall be a district technology committee representing the administration and faculty.
2. The committee shall include the superintendent, the technology director, elementary and secondary principals, and six (6) representatives appointed by the Association.



3. The committee shall meet a minimum of four (4) times per year and make regular reports to the Board. The committee shall provide written recommendations to the Board by the May board meeting.
4. All faculty members shall have the right to communicate with the committee concerning technology needs and suggestions.

## **ARTICLE XX – EFFECT OF THE AGREEMENT**

### **Section A – Complete Understanding**

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written, mutual consent of both parties.

### **Section B – Incorporation of Board Policies**

The existing policies and procedures of the Board of Education of Geary Independent School District 80 are hereby incorporated into this Agreement provided that those policies and procedures may neither countermand nor be contrary to the other terms and conditions of this Agreement.

### **Section C – Individual Contracts**

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

### **Section D – Savings Clause**

Should any article, section, or clause of this Agreement be contrary to the law or be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted for this Agreement to the extent that it violated the law. The remaining article, sections, and clauses shall remain in full force and effect.

### **Section E – Inclusion**

The parties agree that applicable Oklahoma Statutory and case law and the Constitution of the United States of America and the Constitution of the State of Oklahoma are hereby incorporated into this Agreement.

### **Section F – Terms of Agreement**

This Agreement is the result of collective negotiations between the Board and the Association, which has been conducted under the requirements of any directives of Oklahoma state law. The provisions of this Agreement may be changed only through mutual agreements of the Board and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this Agreement.