

Henryetta Public School

Negotiated Agreement

2017-2108

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I. GENERAL PROVISIONS

1.10 DURATION OF AGREEMENT

The terms and conditions of this agreement shall bind the Association and the Board during the 2017-2018 fiscal year and shall remain in full force and effect until the expiration date of June 30, 2018, and/or until replaced by a subsequent agreement negotiated in accordance with the Procedural Agreement.

1.20 SAVINGS CLAUSE

Should any part of this Agreement be declared invalid by statute or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted part.

1.30 PROCEDURAL AGREEMENT

The Agreement made between the Henryetta Education Association and the Henryetta Board of Education and governing procedures for negotiations may be found in Appendix A.

II. ASSOCIATION PROVISIONS

2.10 ASSOCIATION LEAVE

The Henryetta School District shall allow the H.E.A. a pool of ten (10) days for the purpose of legislature visits. No more than four (4) Association members will use days from this pool on any given day. Association leave may be granted on an hourly basis. Substitutes for those days will be paid by the District. Written requests for Association leave shall be made to the superintendent through the H.E.A. president at least twenty-four (24) hours in advance of the anticipated absence. No individual teacher may use more than five (5) days during one single school year, and these days will not be used during the period of the scheduling of the nine (9) weeks tests, semester tests, or major school-related activities.

The H.E.A. agrees to pay the substitutes necessary for the days H.E.A. members attend the O.E.A. Delegate Assembly or other O.E.A. Workshops.

2.20 ASSOCIATION RIGHTS

The Association shall be entitled to the use of bulletin boards for Association notices and shall have access to teacher mailboxes, school e-mail, and school website for distribution of Association material and information of current issues. The Principal of the building shall give prior approval for use of his/her buildings.

2.30 COST OF PREPARING AGREEMENT

The Board will share equally with the Association in the cost of preparing the negotiated agreements.

2.40 BOARD OF EDUCATION INFORMATION

- A. HEA will automatically be given time on the schedule of events at the beginning of year teacher meeting to discuss membership and negotiated agreement.
- B. A copy of each School Board meeting agenda shall posted on the Board of Education section on the Henryetta school website.
- C. A copy of the minutes of each Board meeting shall be emailed to all faculty and staff no later than five days after the Board meeting.
- D. The Association shall be provided with the exact Board meeting materials (that may be legally provided) at the same time as these materials are transmitted to the Board prior to each Board meeting. Such materials that can be emailed shall be emailed to the Association President and Vice President.

2.50 PAYROLL DEDUCTION OF DUES

- A. Local dues for members who use EFT will be added to OEA/NEA dues and deducted through EFT (through the member's bank account). Local dues for members who do NOT use EFT and use payroll deduction will be deducted in one payment in October. All local dues collected through payroll deduction shall be paid to the local association with the November payroll.
- B. Teachers joining the Association during the school year may qualify for payroll deduction, EFT of Association dues, or pay the remaining balance of the year in full.

III. EMPLOYMENT PROVISIONS

3.10 TEACHING CONTRACTS

After finalizing negotiations, the Board will prepare individual teacher's contracts to be signed on or before the first day of classes or as soon as possible before October 1st.

Payroll step increase shall be added to the first payroll.

3.20 ASSIGNMENT

Teachers shall be placed in positions for which they are highly qualified and certified as prescribed or authorized by law and/or the State Department of Education. This does not supersede involuntary/voluntary transfer assignments. Teachers shall be notified of their tentative teaching schedule by July15 or as soon as possible.

3.30 POSTING OF VACANCIES

- A. Notice of all vacancies, including vacancies in promotional positions, extra-duty openings, if any, and new jobs created within the system, and positions outside of the Henryetta School system (i.e., OSU Okmulgee) shall be posted in a prominent place in the teacher lounge or work room of each building and emailed to all staff and faculty within five (5) days of the existence of that official vacancy within the school system. The notice of any official vacancy which occurs during the summer period will be posted in the Board of Education building and emailed to the current Association president and vice-president's personal mailing address, as provided by said employee in his/her personnel files, and emailed to all staff and faculty.
- B. Teachers not wishing to hold an extra-duty opening for the upcoming year shall notify the building principal by April 15.
- C. All in-house extra-duty positions shall be posted for a minimum of four (4) working days; in case of emergency, vacancies shall be posted a minimum of two (2) working days and be emailed to the President and Vice-President of the Association.

3.40 VOLUNTARY TRANSFER

Transfers to another position and changes in grade or subject shall be considered on a voluntary basis. Requests for such transfers or reassignments shall be submitted in writing to the building principal. When teachers apply for a vacancy, the following criteria, in descending order of priority, will be used for the selection (this does not apply to administrative staff, principals, or counselors). Step 3 will only be used in the event of a tie in steps 1 and 2):

- 1. Experience within the district (as a teacher) with an overall score of 3, 4, or 5 on the TLE
- 2. Certification and highly qualified status
- 3. Interview before a committee of two administration from other buildings than the building in question and two certified teachers chosen by the Association.

In the event of a tie, the superintendent will be the deciding vote.

3.50 INVOLUNTARY TRANSFER OR REASSIGNMENT

No vacancy shall be filled by means of involuntary transfer or reassignment if there is an equally qualified volunteer available to fill the position. In the absence of an equally qualified volunteer, the administration will recommend the transfer of an individual who is qualified for the position and, all other factors being equal, the individual who has the least seniority in the school system.

- 1. Certification and highly qualified status
- 2. Least experience within the district.

Such involuntary transfers shall be made after a meeting between the teacher and the Principal.

3.60 REDUCTION IN FORCE

In the event of a need to reduce certified personnel because of decreased student enrollment or loss of revenue from any source or the change in number of any classes due to teacher-pupil ratio change, the reduction will be accomplished according to the following procedure:

The positions eliminated will be the determining factor, not the teachers occupying those positions.

Licensed or intern teachers will be terminated first.

Probationary teachers will be terminated before a career teacher is terminated. Provided, that a probationary teacher is retained only if a career teacher is not qualified for certification to teach the position for which the probationary teacher is retained.

Career teachers holding eliminated positions will be placed in another position in which they are, at the time of determination, qualified for certification, provided those areas are occupied by probationary teachers. Those intern and/or probationary teachers will then be released. If a career teacher is qualified for certification in a position held by a probationary teacher but does not have the necessary certification, such a teacher must apply for certification within fifteen (15) days after being informed that the probationary teacher will be retained or the career teacher will be deemed to have refused the offer of continued employment with the Henryetta Public Schools and will be terminated. Such application with the State Department of Education for certification is to be made through the Superintendent of Schools, Henryetta Board of Education office.

If there is more than one career teacher in the position of being reduced, the following criteria, in this order, will be used to determine which of the *career* teachers will be retained:

1. Certification in a retained teaching field which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with a provisional certification will be retained over a teacher with temporary certification.
2. Seniority in the amount of continuous, full-time, contracted, certified employment in the district, beginning on the date the employee first reported to work (meaning - a teacher who taught in the district, will count only the number of years of service since returning to the district).
3. If seniority is the same for the career teachers, the date on which the Board of Education approved the teachers for employment will be the determining factor. If the approval date by the Board of Education is the same for the teachers involved, the date in which the Superintendent of Schools offered a teaching contract to the teachers will be the determining factor.
4. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
 - a. Years of teaching experience in the retained position in Henryetta Public Schools.
 - b. Academic degree status

- c. Years of teaching experience
 - d. Written evaluations for current and past three years
 - e. Recommendation of Principal and Superintendent
5. If all of the above criteria are equal, selection will be by lot in the presence of the affected teachers.

If there is more than one (1) probationary teacher in the position being reduced, the criteria in 4, a through e, in that order, will be used in determining which of the probationary teachers will be retained and which will be terminated.

Notwithstanding anything stated here to the contrary, the Henryetta Board of Education reserves the right to select and employ all administrators.

RE-EMPLOYMENT OR OTHER EMPLOYMENT (Right to Recall)

For one school year after the effective date of non-reemployment pursuant to this policy's provisions, the School Board shall not fill a position without first offering such position to the non-reemployed teacher. Recall shall be made in reverse order of layoff.

The offer of reemployment shall be made personally or by certified mail, return receipt requested, and that teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within ten (10) calendar days of the receipt of notice. Failure to receive acceptance within ten (10) calendar days or rejection of the position eliminates all re-employment rights of the teacher.

A career teacher who has been non-reemployed and re-employed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is later reemployed shall be given credit for the time already served as a probationary teacher for the purpose of determining when he/she is eligible for career status.

3.70 EMPLOYMENT OF RETIRED TEACHERS

The hiring of retired teachers is of value to both the retired teacher and the Henryetta school district. When a teacher retires and elects to take teacher retirement, they are no longer eligible for benefits from the district, including any career status. Retired teachers being hired back will not be placed on the district's compensation schedule, nor will they have any benefits or seniority status. All compensation will be in taxable salary only and will be determined by the district based on limits for compensation under state law, and on the needs of the district. Retired teachers employed by the district will be hired on a year to year basis.

- A. After the three years at \$15,000 salary, retired teachers will be hired back at Step 4.

IV. INDIVIDUAL TEACHER PROVISIONS

4.10 GRIEVANCE PROCEDURE

- A. A "grievance" is a claim based up on an event or condition which affects the condition or circumstances under which a teacher or group of teachers work, caused by a violation, misinterpretation, or misapplication of the provisions of this agreement, Board Policy, established rights to fair treatment, and/or a practice that affects the teacher's professional performance. (It is understood that the term

“grievance” shall not apply to any matter on which the Board is without authority to act or on in which the manner of review is prescribed by law.) The local association can file a grievance on behalf of certified employees.

- B. All time limits herein mentioned shall consist of working school days, except where otherwise indicated. Weekends or vacation days are hereby excluded.
- C. No grievances shall be considered timely unless it has been filed within thirty (30) days of the date the aggrieved person knew of the act or condition on which the grievance is based.
- D. The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems which may, from time to time, arise, that affect the terms and conditions of employment of teachers and the professional performance of the teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. **Level I:** A teacher and/or the Association with a grievance will first discuss it informally with the building principal and may have local representation present; a Level I Grievance Form will be filled out by the teacher prior to the discussion and presented to the principal. The building principal will have five (5) days to present a written response to the grievant and the Association. A copy of the Grievance and Response will be given to the Superintendent by the Grievant.
- F. **Level II:** If the teacher/Association is not satisfied with the disposition of his/her grievance in the first step, the teacher shall arrange a meeting with the superintendent and may request representation by the local association. The principal may attend the meeting only if the teacher does not object. Within five (5) days after presentation of the grievance(s), the teacher may file a written grievance with his/her superintendent. An information copy is to be sent by the aggrieved person to the office of the superintendent.
- G. At any level, other than the initial levels described in paragraphs E and F above, the teacher may be represented by the state Association.
- H. Within five (5) days of receipt of the decision rendered by the principal, the decision may be appealed to the superintendent.
- I. Appeals to the superintendent shall be heard by the superintendent within ten (10) days of his receipt of the appeal. The superintendent shall give written notice of the time, date, and place of any hearing within five (5) days prior to the hearing.
- J. Within ten (10) days of hearing the appeal, the superintendent shall communicate to the grievant his written decision.
- K. **Level III:** Within five (5) days of receipt of the superintendent’s decision, the decision may be further appealed, upon request to the Board of Education, and shall be heard within ten (10) days of the receipt of the appeal, or at its next scheduled meeting. Written notice of the time, date, and place of the hearing shall be given by the Board five (5) days prior to the hearing. The Board shall render their decision in the matter within fifteen (15) days after hearing the appeal.

4.20 INCIDENT PROCEDURE FORMS

The Administration shall prepare a form to accommodate those parents and others who wish to lodge a concern against or for any teacher. The form shall contain the following items as a minimum:

1. Date, time, and place of the incident which gives rise to the concern.
2. Name, address, and telephone number of the concerned party, and their specific relationship to the incident or parties involved.

3. Detailed, factual account of the event, and the names of other witnesses.
4. Indications as to whether the concerned party has conferred with the teacher, teachers, or principal involved in the incident, whether there have been additional incidents, and the status of those incidents.

It is understood and agreed that any concerned party who wishes official action from the Administration shall fill out and personally sign the incident form.

Any and all teachers who are mentioned in an incident shall be immediately notified by the Administration, and shall be furnished a copy of the signed incident form.

Any and all teachers involved in a written incident shall be give the opportunity to respond to the incident, and otherwise explain or rebut any or all of the alleged improprieties.

In the event the Administration, after proper investigation and evaluation of the incident, and after having complied with the previous sections of this Article, decides to include the incident in the teacher's evaluation or personnel file, the Administration shall immediately advise the teacher of its decision.

The incident report form is attached as appendix B.

V. LEAVE PROVISIONS

5.10 SICK LEAVE

- A. Each full time teacher shall be provided ten (10) days of sick leave per year, cumulative, or one (1) day per month of contract, whichever is greater, for use in case of personal accidental injury, illness, or pregnancy; or accidental injury or illness in the immediate family. Immediate family shall be defined as: spouse, child, parents, siblings, grandparents, or grandchildren. This leave is not subject to approval by administration, but extensive use may warrant administrative investigation and request for verification of legitimacy but not nature of illness. Determination of abuse of sick leave will warrant administrative action.
- B. After exhausting all possible leave options, the employee has the option to enact Article 5.13 of this negotiated agreement.
- C. After exhausting all sick leave, a teacher may be absent due to personal accidental injury, illness, or pregnancy, or that of immediate family, up to an additional twenty (20) days. During such period, the teacher shall receive full contract salary less the amount normally paid to a certified substitute.
- D. After exhausting all possible leave options, including B. above, the teacher will be docked one day's pay per each day of absence.
- E. Henryetta certified staff may exchange two (2) days of sick leave, emergency leave, or personal leave each semester (only once per semester) to attend a school event in which the employee's Henryetta student is participating.

At the end of each school year, a written account of unused sick leave, personal leave, and emergency leave shall be supplied to each teacher. Leave status of an individual certified employee may also be ascertained by submitting a written request to the building site principal and/or the Board office.

5.11 Sick Leave Reserve

It is the policy of the Henryetta Board of Education to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance.

In accordance with Oklahoma Statutes, Title 70, Section 6-104, employees may accumulate sick leave days up to a maximum of 90 days as prescribed by local school board policy.

1. In accordance with Section 17 116-2, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include not to exceed 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teacher's Retirement System.
2. To clarify the difference between the two types of statutory sick leave days, the Board has established a sick leave reserve for the purpose of accounting for unused sick leave days, which may be used for retirement purposes, subject to the approval of the Teacher's Retirement System of Oklahoma. The term "unused sick leave days" is defined as those sick leave days for which an employee does not receive credit after the maximum 90 days of sick leave have been accumulated. Unused sick leave days shall be deposited in the sick leave reserve.
3. The central office will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The central office will account for and certify unused sick leave days for each year for which an employee has exceeded 80 days of sick leave.
4. Upon retirement, accumulated sick leave days and the unused sick leave days in the sick leave reserve may be certified to the Teachers Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one (1) month credit for each twenty (20) days of accumulated sick leave, up to a total of one hundred twenty (120) days. However, the school district shall not certify more than one (1) day of unused sick leave in the retirement reserve for each day of accumulated sick leave for the purpose of adding creditable service for retirement purposes.
5. The maximum forty (40) days of unused sick leave in the sick leave reserve and eighty (80) days of accumulated sick leave may be counted as an additional year of creditable service toward retirement of the Teachers Retirement System of Oklahoma, provided that the total number of sick leave days are acceptable to the Teachers Retirement System.

5.12 MATERNITY LEAVE

Sick leave will be allowed for maternity leave, limited to the number of active sick leave days and personal days accrued at the time of the leave or 90 work days, whichever is greater. Should the teacher applying for maternity leave have less than 90 days in accumulated active sick leave and personal leave, then that teacher may receive additional sick leave days by donation according to guidelines in order to try to reach

the maximum of 90 days.

Any maternity leave requested over the 90 day limit must be leave without pay and cannot exceed the one school year allowed by law. The only exception is in the case of significant complications involving the employee or the new born child, verified in writing by the employee's doctor(s). The superintendent will make the final decision on any additional leave from the sick leave bank beyond the 90 days based on the doctor's report.

5.13 DONATION OF SICK LEAVE

Should a teacher exhaust all available sick leave, said teacher may receive a donation of sick leave days from other teachers as follows:

- A. An individual teacher may donate no more than fifteen (15) days to another teacher. The central office will send an email to teachers at the beginning of the year asking if they wish to donate days, and the teacher will fill out the Donation of Days form (located in the forms section) and turn in to the central office.
- B. The maximum total donation a teacher may receive cannot exceed twenty-five (25) days.
- C. Retiring teachers may donate any accumulated sick days over 120 days to the Sick Leave Bank upon retiring.
- D. Concerns will be addressed with building principals, and if no satisfaction of an explanation is given, then the superintendent will be notified to address the situation.
- E. The Superintendent will make the final decision on any additional leave.

5.14 BEREAVEMENT LEAVE

- A. Henryetta Public Schools full-time employees shall have ten (10) bereavement days to be used for immediate family members. Five (5) days may be used for immediate in-laws. These days will be used in the fiscal year. This is not to be charged as unpaid leave.

5.20 EMERGENCY LEAVE

Each full time teacher shall be provided four (4) days of emergency leave per year.

Henryetta certified staff may exchange two (2) days of sick leave, emergency leave, or personal leave each semester (only once per semester) to attend a school event in which the employee's Henryetta student is participating.

5.30 PERSONAL LEAVE

The Board shall provide four (4) days of non-cumulative personal leave per year. Unused personal leave will turn into sick leave, which is accruable.

No personal days shall be used immediately before or after holidays and breaks unless approved by the Superintendent.

No more than ten percent (10%) of the certified personnel may be absent for personal leave from the system on any given day, unless an exception is granted by the

superintendent.

Henryetta certified staff may exchange two (2) days of sick leave, emergency leave, or personal leave each semester (only once per semester) to attend a school event in which the employee's Henryetta student is participating.

5.40 ATTENDANCE ACCOUNTING

The amount of unused sick leave, personal leave, and emergency leave shall be posted on the portal at the end of each school year no later than one week after the last day of school for the teachers. Leave status of an individual certified employee may also be ascertained by submitting a written request to the building site principal and/or the Board office.

5.50 ATTENDANCE STIPENDS

Attendance stipends for certified personnel will be awarded on the first payday after the semester is complete as an incentive for attendance. Said incentive will be calculated each semester based on not using sick or personal leave under the following guidelines:

- Zero (0) days used - \$250
- One (1) day used - \$200
- Two (2) days used - \$150

Stipends will be paid January 15th and June 15th.

******Attendance stipends will be suspended for the 2017-2018 school year only.***

5.60 NATIONAL BOARD WORK DAYS

Teachers who are working on National Board certification will be allowed two (2) days to use as work/pack days; these days will be counted as professional days, may be used only during the first year of attaining National Board certification, and will not be counted against them in any way.

VI. WORKING CONDITIONS

6.10 LUNCH PERIOD

Teachers will have one-half (1/2) of the lunch period as duty free. The other half will be reserved for duty as assigned. Every effort will be made to minimize these duties.

- A. When a teacher is shared among buildings and loses part of his/her lunch time or when emergency situations arise that require supervision of students, the principal may require teachers to forego their duty-free lunch time to accept such supervision. The assignment of such supervision shall be done on an equitable, rotating basis.
- B. Teachers will be compensated \$15.00 for each 60 minute period, paid monthly, for loss of their lunch period. This will be turned in on a time sheet and will be prorated.

6.20 STUDENT/TEACHER RATIO

Henryetta Public School will follow all state laws and regulations of the Oklahoma State Department of Education regarding student/teacher ratio.

6.30 PLANNING PERIOD

- A. Each teacher will be provided one (1) duty-free class period per day for planning and preparation. The teacher notify the site office (central office if no one is in the site office) if they need to leave during their planning period. Each teacher will have the right to a formal objection of substitution duties during that preparation period. A form will be available and kept in the principal's office for this purpose.
- B. Every effort will be made not to use a teacher who formally objects to substitution during his/her planning time. In an emergency situation, the principal can use the objecting teacher, but no more than five (5) times per semester.

6.40 COMMUNICATION COMMITTEE

- A. The HEA Communication Committee, the superintendent, and the building principals will meet once a month, the first Monday of every month, from September to May of the school year, to discuss non-negotiable items. The communication committee will consist of three (3) HEA negotiation team members and two (2) teachers to be selected by administration. In addition, if deemed necessary by the superintendent or the Association, a special meeting may be called by the superintendent or an HEA communication team representative. The Communication Committee shall email items for discussion to the superintendent by noon the same day of the meeting. The committee shall meet in the first Monday of every other month (odd months/communications meeting), starting in September, at a location convenient to all committee members, and the committee shall meet and confer in "good faith" on matters including, but not limited to, the improvement of the school system, problem areas within the school system, etc. It shall be the goal of the Advisory Communication Committee to keep the lines of communication open between the Administration and the Association so that problems and potential problems may be better and more openly dealt with.
- B. The HEA Negotiations Committee and the superintendent will meet once a month, the first Monday of every month, from September to May of the school year, to discuss negotiable items. The Negotiation Committee shall consist of teachers who are involved in summer negotiations. In addition, if deemed necessary by the superintendent or the Association, a special meeting may be called by the superintendent or an HEA negotiations team representative.
- C. The committee shall meet in the first Monday of every other month (even months/negotiations meeting), starting in October, at a location convenient to all committee members, and the committee shall meet and confer in "good faith" on matters including, but not limited to, the improvement of the school system, problem areas within the school system, etc.
- D. The Communication Committee will be responsible for the input to the superintendent concerning the school calendar as it is developed.
- E. The superintendent will be responsible for emailing a copy of the communication items and responses to all faculty and staff. This is not a grievable item.

6.50 TEACHING SUPPLIES

Each classroom teacher starting July of each fiscal year will have at least \$100.00 (one-hundred dollars) available to them, if the budget allows, for classroom supplies. New teachers will have \$100 starting July of each fiscal year available to them for classroom supplies. However, all requests must be cleared and approved as essential by the building principals. NOTE: This provision does not apply to those teachers whose approved and furnished want lists for the current school year have already exceeded the \$100.00 maximum.

VII. COMPENSATION

7.10 PAY PERIODS

Certified employees of Henryetta Public Schools will be paid their monthly salary check on the 15th of each month, or the last working day prior to the 15th and given access to the Employee Portal at school. Payments will be made by direct deposit. Employees will receive a detailed (with all salary deductions and leave time shown) printed pay-stub monthly.

7.20 COMPENSATION SCHEDULE

The compensation schedule is attached as appendix C. A copy of the Extra-Duty Compensation Schedule with the job title, extra-duty pay, and person assigned will be given to the Association when it is given to the Board of Education.

7.30 EXTRA DUTY COMPENSATION SCHEDULE

The Extra Duty compensation schedule is attached as appendix D.

- A. The Extra Duty compensation schedule will revert back to the Association when the current Superintendent leaves.

7.31 CONTINUING EDUCATION STIPEND

A stipend of \$100 per day for attending educational workshops outside of the scheduled school day shall be paid to any certified personnel of Henryetta Public Schools. This does not include sports related workshops or conferences. This stipend will not be paid if a teacher is paid for attending a conference or workshop from any other source. In addition, **ONLY** those workshops or conferences which are pre-approved by the superintendent will qualify for the \$100 stipend.

7.32 PAY FOR SUBSTITUTING DURING PLANNING PERIOD

Henryetta Public Schools will pay for voluntary substituting during a teacher's planning period. The amount will be \$15 per class period.

OR

Add one (1) hour compensation of sick or personal leave for each hour subbed. Every

six (7) hours accumulated will equate to one (1) day of either sick or personal leave to be added to the leave portal per the negotiated agreement.

OR

If both teachers mutually agree, the teacher leaving the classroom for one class period will not be docked/charged any form of leave time, nor will the substituting teacher receive any compensation.

- A maximum of two (2) additional personal days may be accrued by subbing during the planning period. Any further time earned must be either added to sick leave or paid out.
- Teachers will keep track of the times they have subbed on their plan time using the “Teacher Planning Period Compensation Timesheet,” with office personnel signing off on each hour earned and the site principal signing off on the timesheet before submission.
- All compensation timesheets will be due by the 25th of each month to be added to the leave portal no later than the 15th of the following month, and all time earned will be available to the teacher immediately upon addition to the portal.

7.40 RETIREMENT INCENTIVES

A) One-Time Retirement Incentive: For 2006-2007, and subsequent years, the Retirement Incentive will be in effect permanently, unless modified in the future by negotiation between the Henryetta School Board and HEA. If requested by either party, said Retirement Incentive will have to be re-negotiated again for any future school year. The details and requirements regarding this negotiated item are specified below to any teacher who meets the following requirements.

- 1) Teacher has been employed by the Henryetta School system *** AS OF 2010-2011 SCHOOL YEAR AND** for ten (10) consecutive years in a certified position prior to the actual retirement date.
- 2) teacher who is electing to retire may receive the retirement incentive of \$5,000.00
NOTE: In some cases a teacher may obtain the retirement incentive, above, even though they have not announced their retirement by the April 1 deadline. Eligibility for the retirement incentive may be paid, in whole or in part, in these cases but only if the retiree meets all other requirements for the incentive. Determination of the eligibility of a retiree in such cases is SOLELY AT THE DISCRETION OF THE HENRYETTA BOARD OF EDUCATION, and will be determined on a case by case basis.

VIII. FRINGE BENEFITS

8.10 RETIREMENT CONTRIBUTION

The Board shall pay each teacher's full retirement contribution as a part of the total compensation as listed on the compensation schedule.

8.20 TEACHER ANNUITY PLAN

Henryetta Public Schools will participate in an annuity plan with Richie Collins of Horizon Financial Group or Nathan Mennenga of Mennenga and Associates,

following the graduated contribution plan as listed below for every full-time, certified employee who contributes; this will be paid annually:

- 1 year in the HPS system - \$25 matching per month
- 2 – 5 continuous years in the HPS system - \$50 matching per month
- 6 + continuous years in the HPS system - \$75 matching per month

*****2-5 continuous years and 6+ continuous years reduced to \$25 matching per month for the 2017-2018 school year only.**

8.30 HEALTH INSURANCE

The State of Oklahoma currently furnishes health insurance through the Health Choice (HI) option for all full time teachers.

8.40 TERM LIFE INSURANCE

All certified employees are covered by a term life insurance policy in the amount that \$54 (fifty-four dollars) will purchase.

- A. Current policy is \$25,000 until age 65; after age 65, policy will be valued at \$16,500; age 70+ policy is valued at \$12,500. Employees only qualify if they work 30 hours a week.
- B. All values are subject to change.

APPENDIX A

NEGOTIATIONS PROCEDURAL AGREEMENT

HENRYETTA INDEPENDENT SCHOOL DISTRICT NO. 2

OKMULGEE COUNTY, OKLAHOMA

This agreement is made and entered into by and between Henryetta Independent School District No. 2, Okmulgee County, Oklahoma, and the Henryetta Education Association.

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PREAMBLE

The Henryetta Board of Education and Henryetta Education Association agree that the paramount purpose of this agreement is the recognition of the rights and responsibilities of the respective parties and the formulation of a procedure by which both parties may work together in good faith with regard to all matters of common concern.

The Henryetta Board of Education and Henryetta Education Association agree that the welfare of the children as learners is the paramount concern in the operation of Henryetta Public Schools and that quality education is the common bond and objective of the two parties in negotiations.

Whereas, the Association is the professional organization to represent a majority of the professional educators of the district in professional negotiations; it is the duty and obligation of the Board and the Association pursuant to state law Title 70 Section 509, to negotiate in good faith on items herein defined.

Therefore, the parties have reached certain understandings and agreements with one another and desire to confirm the same by reducing these to writing and are herein contained.

ARTICLE I: PURPOSE

The purpose of this procedural agreement is to provide a procedure for the annual conduct of negotiations leading to a written negotiated agreement containing all items mutually agreed upon by the Board and the Association.

ARTICLE II: DEFINITIONS

- II-1 The term “Board,” as used in this Agreement, shall mean the Board of Education of Henryetta Independent School District No. 2 of Okmulgee County, Oklahoma.
- II-2 The term “Association,” as used in this Agreement, shall mean the Henryetta Education Association.
- II-3 The term “School District,” as used in this Agreement, shall mean the Henryetta Independent School District No. 2, Okmulgee County, Oklahoma.
- II-4 The term “Agreement,” as used in this Agreement, shall mean the Procedural Agreement and all articles which are subsequently approved and become a part of this Agreement.
- II-5 The term “Party” or “Parties,” as used in this Agreement, shall mean the Board of Education of Henryetta Independent School District No. 2, Okmulgee County, Oklahoma, or its representatives acting on behalf of the Board, and the Henryetta Education Association or representatives acting on behalf of the Association.
- II-6 The term “Negotiator,” as used in this Agreement, shall mean the person or persons appointed by the Board through its executive officer(s) to represent them, or the persons selected by the Association to represent those persons covered by this Agreement, for the purpose of exchanging views on matters duly placed before the respective negotiating team.
- II-7 The terms “School Year,” as used in this Agreement, shall mean the period of time designated as the official school calendar by the Board, including the opening of the school of the District in the fall through the closing of the District in the spring, including orientation, professional work, and staff development days as established by the Board.
- II-8 The term “Superintendent,” as used in this Agreement, shall mean the Superintendent of Schools of Henryetta Independent School District No. 2, Okmulgee County, Oklahoma.
- II-9 The term “Administrator,” as used in this Agreement, shall refer to the employees of the District having the following positions: Superintendent, Administrative Assistant, Principal, Assistant Superintendent, and Assistant Principal.
- II-10 The term “Days,” as used in this Agreement, shall mean school days as designated by the official school calendar except where otherwise indicated.
- II-11 The term “Teacher,” as used in this Agreement, shall mean the employees of the district having the full-time or part-time assignments as classroom teacher, librarian, counselor, speech therapist, or school nurse, and certified in their basic assignment by the teacher certifying authority of the State of Oklahoma.

ARTICLE III: RECOGNITION

- III – 1 The Henryetta Education Association shall represent the certified teachers of the district in negotiations. Exempted from the negotiating unit are those persons holding positions which are classified as administrative or supervisory.
- III – 2 The representation of the certified teachers of the district by the Henryetta Education Association in negotiations is based upon the authorization procedure required by Oklahoma Law and certified by the Board of Education. The Henryetta Education Association shall remain as the exclusive negotiations representative for the periods of time this authorization procedure is met by the Association.
- III – 3 The Board and the Association mutually agree that the representatives selected by each party shall present proposals and counter proposals, and shall sign tentative agreements pending the final agreement of their respective bodies.
- III – 4 The Board agrees not to negotiate with any teacher’s organization other than the Henryetta Education Association for the duration of this agreement; further, the Board agrees not to negotiate with any teacher individually on matters subject to negotiations during the duration of this agreement.

ARTICLE IV: STATUTES AND POLICY

- IV-1 The Board and the Association shall abide by all applicable State and Federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and duties of the Board vested in it by Oklahoma Law. The Board reserves unto itself the right to make policy and direct all the operations of the school district. To achieve the educational objectives of the district, the Board shall adopt such rules, regulations, and policies it may deem necessary. Such rules, regulations, and policies shall be limited by the specific and expressed terms of this Agreement or those written agreements which contain items mutually agreed upon by both the Board the Association.

- IV-2 The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations, functions, and activities of the school district to the extent authorized by law. Therefore, except as otherwise provided in this Agreement and in subsequent Agreements, the Board has the sole and exclusive right to exercise the functions of management.

- IV-3 The Association shall be accorded all provisions of law vested in it by the statutes and regulations of the State of Oklahoma.

ARTICLE V: SCOPE

- V-1 The Board and the Association shall negotiate on items affecting performance of professional services as prescribed by Oklahoma Statutes.

ARTICLE VI: PROCEDURES

VI-1 The Board and the Association shall be represented by a negotiations team consisting of not more than five (5) persons. Prior to the time set for entering in the process of negotiating, the Board through the superintendent and the Association through its President shall designate in writing the names of those persons who shall serve on their respective negotiating teams and be responsible for their respective team's negotiations pursuant to the provisions of this Agreement. Each party shall designate the persons on their team who will be the chairman or chief negotiator. If either party finds it necessary to change members of the team during negotiations, they shall so inform the other party in writing prior to the next scheduled meeting. In the interest of providing maximum progress for negotiations, each party agrees that changes in team composition will be kept to a minimum.

VI-2 The request for negotiations, a list of the negotiations committee members, and a list of items to be negotiated shall be submitted in writing to the Board of Education at the April Board meeting. The Board will respond within ten (10) calendar days from the April Board meeting with a list of items the Board wishes to negotiate, a list of their negotiations team members, and suggestions for a proposed date for the first negotiations meeting which is to be held by May 5th. All items will be disposed of on or before the August Board meeting.

At the conclusion of negotiations, items referred by either party to impasse shall be referred to an impasse procedure as established by this agreement.

An item presented by the respective teams within the stated guidelines must be disposed of by one of the following methods:

- a. Agreement on the item
- b. Withdrawal of the item
- c. Submitting the item to impasse when good faith negotiations have failed.

VI-3 Negotiations meetings between the respective teams shall be conducted on dates mutually agreeable to the two teams. Such meeting sites shall alternate between the Board of Education Office and a selected school site agreeable to both parties.

VI-4 Negotiation sessions shall be conducted in closed sessions with only those persons stated in writing as team members present.

VI-5 Each item tentatively agreed upon shall be reduced to writing and initialed by the chief negotiator for each party at the session in which such agreement is reached. At the close of negotiations by the representatives of the two parties, all items mutually agreed upon shall be ratified by the Board and Association in the following manner:

- a. All agreed items properly executed shall be prepared in typewritten form by the Board within ten (10) calendar days from the date of the last negotiations meeting, to be presented for approval by the appointed representatives.
- b. The Association shall have ten (10) calendar days from the receipt of the tentative written agreement to present the written negotiation agreement for ratification by a majority of the membership, and file a written statement of such action with the Board through the superintendent. Absence of a written reply within the allotted time shall constitute ratification by the Association.
- c. Following the ratification by the Association, the written agreement shall be presented to the Board for ratification. The Board shall act within ten (10) school days or at its next regularly scheduled board meeting. Failure of the Board to act within this allotted time shall constitute ratification by the Board.
- d. After ratification has been completed by both parties, the terms of the agreement shall be implemented for the forthcoming school year.
- e. No further negotiations shall occur for the school year until the written request is made by the Association within the time line specified in this procedural agreement for the school year, unless directed by legislative decree.

ARTICE VII: IMPASSE

- VII-1 If, during the course of negotiations, a mutually satisfactory solution to a negotiation issue, or issues, is not reached, and after good faith negotiations have failed, the Board and the Association, through their respective representatives, will declare in writing that an impasse exists and will submit the issues in dispute to fact-finding.
- VII-2 The fact-finding committee formed in accordance with Oklahoma statute (70-509.7) shall be composed of three members. One member shall be selected by the representatives of the Association. One member shall be selected by the Board. Each party shall so notify the other party, naming its representative within ten (10) calendar days. The third member shall be selected by the first two members with ten (10) calendar days, and this third member shall serve as chairman of the fact-finding committee.
- VII-3 The committee when fully constituted shall meet with the designated representatives of the Board and the Association for the purpose of fact-finding within five (5) calendar days and complete its work within thirty (30) calendar days.
- VII-4 This fact-finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party in the dispute shall be given opportunity to present its case with supportive evidence.
- VII-5 Before submission to fact-finding, a list shall be prepared by the two parties including all items agreed upon to date as well as the items submitted to fact-finding. Each item submitted to fact-finding shall show the last position taken by each negotiating team. This statement of items shall be signed by both chief negotiators and presented to the fact-finding committee.
- VII-6 Within a period of twenty (20) calendar days after conclusion of the fact-finding hearings, the fact-finding committee shall submit a report in writing with recommendations to the president of the Association, the president of the Board, and their respective negotiating teams. This report shall set forth the findings of fact and recommendations on the issue(s) submitted.
- VII-7 The fact-finding report shall only be advisory as directed by Oklahoma Law (70-509.7).
- VII-8 All hearings of the fact-finding committee shall be conducted in closed session and no news releases shall be made by either party or by the fact-finding committee concerning the progress of such hearings.
- VII-9 The cost for the services of the fact-finding committee shall include per diem expenses, if any. Necessary travel expenses shall be borne in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.
- VII-10 The intent of Article VII-1 is not a mutual declaration of impasse, but rather a recognition that a state of impasse exists. Such a position places both parties with the responsibility of entering fully into the impasse procedure with its guidelines and time frame. Thus, Article VII-1 is intended to expedite the impasse procedure and is not to be used by either party as a mechanism to block the declaration of impasse.

ARTICLE VIII: GENERAL

VIII – 1 The Board and the Association shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or membership or non-membership in any teacher organization.

VIII – 2 This Agreement shall take power over any and all documents of similar nature or past agreements.

ARTICLE IX: DURATION

- IX – 1 This Agreement shall become effective immediately upon ratification of both the Association and the Board. The Board, however, will take no action until it has received written notice from the Association that a majority of the members of the Association have ratified the adoption of the Agreement. Upon ratification the Board will notify the Association of its action.

- IX – 2 This Agreement shall continue in effect for successive fiscal year periods after June 30, 1985, unless notice is given in writing no later than January 20th, by either the president of the Association or by the Board, through the Superintendent, to the other party, in accordance with the provisions of this Agreement, of its desire to modify, amend, or terminate the Agreement. Such notice will specify those items which the party so requesting intends to negotiate in accordance with Article VI of this agreement.

- IX – 3 Should no notice be given by either party, this agreement shall automatically renew itself for each ensuing fiscal year and both parties shall be bound to the provisions of this Agreement.

- IX – 4 In the event that the Association disbands, or fails to represent a majority of the certified teachers of Henryetta Public Schools, this Agreement shall be null and void upon the date of such cessation of existence or failure to represent the majority of teachers of the District.

EMBODIMENT

This Agreement constitutes the total understanding of both parties to these negotiations, and no other documents are understood to be controlling the provisions contained herein, except as mandated by law or rules or regulations of applicable State or Federal agencies.

The two parties to this Agreement jointly and separately agree that the Agreement embodies all applicable procedures of negotiations relating to the employees covered by the Agreement.

The Board and the Association each certify that an adequate opportunity has been afforded its bargaining representatives to present and advocate their position on these matters contained in the Procedural Agreement.

SIGNATURES

Tentative agreement subject to formal ratification, is given this date by the foregoing Articles, Preamble, and Embodiment as evidenced by the signatures below.

(Larry Grissom)
BOARD REPRESENTATIVE

Date: 10-21-85

**APPENDIX B INCIDENT
PROCEDURES, FORMS (1989)**

It is agreed that the Administration shall prepare a form to accommodate those parents and others who wish to lodge a concern against or for any teacher. The form shall contain the following items as a minimum:

1. Date, time, and place of the incident which gives rise to the concern.
2. Name, address, and telephone number of the concerned party, and their specific relationship to the incident or parties involved.
3. Detailed, factual account of the event, and the names of other witnesses.
4. Indications as to whether the concerned party has conferred with the teacher, teachers, or principal involved in the incident, whether there have been additional incidents, and the status of those incidents.

It is understood and agreed that any concerned party who wishes official action from the Administration shall fill out and personally sign the incident form.

Any and all teachers who are mentioned in an incident shall be immediately notified by the Administration, and shall be furnished a copy of the signed incident form.

Any and all teachers involved in a written incident shall be give the opportunity to respond to the incident, and otherwise explain or rebut any or all of the alleged improprieties.

In the event the Administration, after proper investigation and evaluation of the incident, and after having complied with the previous sections of this Article, decides to include the incident in the teacher's evaluation or personnel file, the Administration shall immediately advise the teacher of its decision.

TEACHER INCIDENT FORM

Appendix B-1

Today's Date: _____

- I HAVE talked to the teacher involved.
- I have NOT talked to the teacher involved.

Incident filed by: _____

Relationship to parties involved: _____

Date, Time, and Place of Incident:

(Date) (Time) (Place)

Nature of incident (explain fully): _____

List previous incidents

To Whom Reported

Signature

Date

Teacher's Response: _____

ADMINISTRATOR'S INCIDENT FOLLOW-UP FORM
Appendix B-2

Teacher: _____

Incident: _____

Student(s): _____

Findings: _____

Teacher Signature

Principal Signature

Date

Date

**APPENDIX C:
20017-2018 HENRYETTA COMPENSATION SCHEDULE (BACHELORS)**

(A)	(B)	(C)	(D)	(E)		(F)		(G)
		Additional	District	Total		Cash		FBA for
	Base	Payment	Paid	District		In Lieu of	OR	Major Med.
STEP	Salary	(TRS Credit)	Retirement	Compensation		FBA		thru 12-31-18
0	30,543.99	60.15	2,238.86	32,843.00		69.71		594.90
1	30,892.74	103.41	2,221.85	33,218.00		69.71		594.90
2	31,241.49	145.65	2,205.86	33,593.00		69.71		594.90
3	31,590.24	188.15	2,189.61	33,968.00		69.71		594.90
4	31,938.99	233.33	2,170.68	34,343.00		69.71		594.90
5	32,310.99	278.76	2,153.25	34,743.00		69.71		594.90
6	32,682.99	325.26	2,134.75	35,143.00		69.71		594.90
7	33,054.99	372.82	2,115.19	35,543.00		69.71		594.90
8	33,426.99	421.44	2,094.57	35,943.00		69.71		594.90
9	33,798.99	471.12	2,072.89	36,343.00		69.71		594.90
10	34,589.49	521.87	2,081.64	37,193.00		69.71		594.90
11	34,984.74	573.67	2,059.59	37,618.00		69.71		594.90
12	35,379.99	626.54	2,036.47	38,043.00		69.71		594.90
13	35,775.24	680.48	2,012.28	38,468.00		69.71		594.90
14	36,170.49	735.47	1,987.04	38,893.00		69.71		594.90
15	36,565.74	791.53	1,960.73	39,318.00		69.71		594.90
16	36,960.99	848.65	1,933.36	39,743.00		69.71		594.90
17	37,356.24	906.83	1,904.93	40,168.00		69.71		594.90
18	37,751.49	966.07	1,875.44	40,593.00		69.71		594.90
19	38,146.74	1,026.38	1,844.88	41,018.00		69.71		594.90
20	38,541.99	1,087.75	1,813.26	41,443.00		69.71		594.90
21	38,937.24	1,150.18	1,780.58	41,868.00		69.71		594.90
22	39,332.49	1,213.68	1,746.83	42,293.00		69.71		594.90
23	39,727.74	1,278.23	1,712.03	42,718.00		69.71		594.90
24	40,122.99	1,343.85	1,676.16	43,143.00		69.71		594.90
25	40,518.24	1,410.53	1,639.23	43,568.00		69.71		594.90
26	40,913.49	1,410.53	1,668.98	43,993.00		69.71		594.90
27	41,308.74	1,410.53	1,698.73	44,418.00		69.71		594.90
28	41,703.99	1,410.53	1,728.48	44,843.00		69.71		594.90
29	42,099.24	1,410.53	1,758.23	45,268.00		69.71		594.90
30	42,494.49	1,410.53	1,787.98	45,693.00		69.71		594.90
31	42,889.74	1,410.53	1,817.73	46,118.00		69.71		594.90
32	43,284.99	1,410.53	1,847.48	46,543.00		69.71		594.90
33	43,680.24	1,410.53	1,877.23	46,968.00		69.71		594.90
34	44,075.49	1,410.53	1,906.98	47,393.00		69.71		594.90
35	44,470.74	1,410.53	1,936.73	47,818.00		69.71		594.90

- (A) **Step** – Salary placement level.
- (B) **Base Salary** – Base Salary plus \$1,243 (former fringe benefits - \$1,180 + \$63) with 7% retirement backed out (Col. E X.93)
- (C) **Additional Payment (TRS Credit)** – Statutory required payment to certified staff as additional compensation. An equal amount is paid by the state to the Okla. Teacher’s Ret. System on behalf of staff as an offset.
- (D) **District Paid Retirement** – District paid teachers’ retirement at 7% of Total District Compensation (Col. E). Total Retirement remitted to TRS by the district is reduced by the TRS Credit (Col. C).
- (E) **Total District Compensation** – Total of columns B through D.
- (F) **Cash in Lieu of Flexible Benefit Allowance** – Teachers **NOT** enrolled in the District’s Health Insurance Plan receive from the state payment in lieu of health insurance in the amount of \$69.71 per month.
- (G) **Flexible Benefit Allowance for Major Medical** – Teachers enrolled in the District’s Health Insurance Plan receive from the state a Flexible Benefit Allowance (FBA) for major Medical payment of \$571.04 per month through December 31, 2017. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or may be taken as taxable compensation. No employee shall receive FBA payment less than provided for by state law.

*****All step amounts stay the same, and employees receive the next step increase.**

**APPENDIX C:
2017-2018 HENRYETTA COMPENSATION SCHEDULE (MASTERS)**

(A)	(B)	(C)	(D)	(E)		(F)		(G)
		Additional	District	Total		<i>Cash</i>		<i>FBA for</i>
	Base	Payment	Paid	District		<i>In Lieu of</i>	<i>OR</i>	<i>Major Med.</i>
STEP	Salary	(TRS Credit)	Retirement	Compensation		<i>FBA</i>		<i>thru 12-31-18</i>
0	31,659.99	60.15	2,322.86	34,043.00		69.71		594.90
1	32,008.74	103.41	2,305.85	34,418.00		69.71		594.90
2	32,357.49	145.65	2,289.86	34,793.00		69.71		594.90
3	32,706.24	188.15	2,273.61	35,168.00		69.71		594.90
4	33,054.99	233.33	2,254.68	35,543.00		69.71		594.90
5	33,426.99	278.76	2,237.25	35,943.00		69.71		594.90
6	33,798.99	325.26	2,218.75	36,343.00		69.71		594.90
7	34,170.99	372.82	2,199.19	36,743.00		69.71		594.90
8	34,542.99	421.44	2,178.57	37,143.00		69.71		594.90
9	34,914.99	471.12	2,156.89	37,543.00		69.71		594.90
10	36,100.74	521.87	2,195.39	38,818.00		69.71		594.90
11	36,495.99	573.67	2,173.34	39,243.00		69.71		594.90
12	36,891.24	626.54	2,150.22	39,668.00		69.71		594.90
13	37,286.49	680.48	2,126.03	40,093.00		69.71		594.90
14	37,681.74	735.47	2,100.79	40,518.00		69.71		594.90
15	38,076.99	791.53	2,074.48	40,943.00		69.71		594.90
16	38,472.24	848.65	2,047.11	41,368.00		69.71		594.90
17	38,867.49	906.83	2,018.68	41,793.00		69.71		594.90
18	39,262.74	966.07	1,989.19	42,218.00		69.71		594.90
19	39,657.99	1,026.38	1,958.63	42,643.00		69.71		594.90
20	40,053.24	1,087.75	1,927.01	43,068.00		69.71		594.90
21	40,448.49	1,150.18	1,894.33	43,493.00		69.71		594.90
22	40,843.74	1,213.68	1,860.58	43,918.00		69.71		594.90
23	41,238.99	1,278.23	1,825.78	44,343.00		69.71		594.90
24	41,634.24	1,343.85	1,789.91	44,768.00		69.71		594.90
25	42,029.49	1,410.53	1,752.98	45,193.00		69.71		594.90
26	42,424.74	1,410.53	1,782.73	45,618.00		69.71		594.90
27	42,819.99	1,410.53	1,812.48	46,043.00		69.71		594.90
28	43,215.24	1,410.53	1,842.23	46,468.00		69.71		594.90
29	43,610.49	1,410.53	1,871.98	46,893.00		69.71		594.90
30	44,005.74	1,410.53	1,901.73	47,318.00		69.71		594.90
31	44,400.99	1,410.53	1,931.48	47,743.00		69.71		594.90
32	44,796.24	1,410.53	1,961.23	48,168.00		69.71		594.90
33	45,191.49	1,410.53	1,990.98	48,593.00		69.71		594.90
34	45,586.74	1,410.53	2,020.73	49,018.00		69.71		594.90
35	45,981.99	1,410.53	2,050.48	49,443.00		69.71		594.90

- (A) **Step** – Salary placement level.
- (B) **Base Salary** – Base Salary plus \$1,243 (former fringe benefits - \$1,180 + \$63) with 7% retirement backed out (Col. E X.93)
- (C) **Additional Payment (TRS Credit)** – Statutory required payment to certified staff as additional compensation. An equal amount is paid by the state to the Okla. Teacher’s Ret. System on behalf of staff as an offset.
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- (F) **Cash in Lieu of Flexible Benefit Allowance** – Teachers **NOT** enrolled in the District’s Health Insurance Plan receive from the state payment in lieu of health insurance in the amount of \$69.71 per month.
- (G) **Flexible Benefit Allowance for Major Medical** – Teachers enrolled in the District’s Health Insurance Plan receive from the state a Flexible Benefit Allowance (FBA) for major Medical payment of \$571.04 per month through December 31, 2017. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or may be taken as taxable compensation. No employee shall receive FBA payment less than provided for by state law.

*****All step amounts stay the same, and employees receive the next step increase.**

Extra Duty Pay Schedule

Appendix D

FOOTBALL:

HEAD COACH, HIGH SCHOOL	\$5,000.00
ASSISTANT COACH, HIGH SCHOOL	\$2,500.00
HEAD COACH, NINTH GRADE	\$1,500.00
ASSISTANT COACH, NINTH GRADE	\$ 750.00
HEAD COACH, EIGHTH GRADE	\$1,500.00
ASSISTANT COACH, EIGHTH GRADE	\$ 750.00
HEAD COACH, SEVENTH GRADE	\$1,500.00
ASSISTANT COACH, SEVENTH GRADE	\$ 750.00
HEAD POWER LIFTING COACH	\$3,840.00
ASSISTANT COACH, POWER LIFTING	\$2,500.00
SPRING/SUMMER POWER LIFTING COACH	\$2,575.00
FIELD AND STADIUM UPKEEP	\$1,575.00

BASKETBALL:

HEAD COACH, HIGH SCHOOL GIRLS	\$5,000.00
HEAD COACH, HIGH SCHOOL BOYS	\$5,000.00
ASSISTANT COACH, HIGH SCHOOL GIRLS	\$2,500.00
ASSISTANT COACH, HIGH SCHOOL BOYS	\$2,500.00
HEAD COACH, NINTH GRADE GIRLS	\$1,600.00
HEAD COACH, NINTH GRADE BOYS	\$1,600.00
HEAD COACH, EIGHTH GRADE GIRLS	\$1,500.00
HEAD COACH, EIGHTH GRADE BOYS	\$1,500.00
HEAD COACH, SEVENTH GRADE GIRLS	\$1,500.00
HEAD COACH, SEVENTH GRADE BOYS	\$1,500.00
HEAD COACH, SIXTH GRADE GIRLS	\$1,050.00
HEAD COACH, SIXTH GRADE BOYS	\$1,050.00
HEAD COACH, FIFTH GRADE GIRLS	\$1,000.00
HEAD COACH, FIFTH GRADE BOYS	\$1,000.00
HEAD COACH, FOURTH GRADE GIRLS	\$1,000.00
HEAD COACH, FOURTH GRADE BOYS	\$1,000.00

TRACK:

HEAD COACH, HIGH SCHOOL GIRLS	\$2,100.00
HEAD COACH, HIGH SCHOOL BOYS	\$2,100.00
HEAD COACH, CROSS COUNTRY GIRLS	\$1,200.00

TRACK CONTINUED:

HEAD COACH, CROSS COUNTRY BOYS	\$1,200.00
ASSISTANT COACH, HIGH SCHOOL GIRLS	\$1,050.00
ASSISTANT COACH, HIGH SCHOOL BOYS	\$1,050.00
HEAD COACH, MIDDLE SCHOOL GIRLS	\$1,000.00
HEAD COACH, MIDDLE SCHOOL BOYS	\$1,000.00
JH CROSS-COUNTRY HEAD	\$2,000.00

BASEBALL:

HEAD COACH, HIGH SCHOOL BOYS	\$4,000.00
ASSISTANT COACH, HIGH SCHOOL BOYS	\$2,000.00
HEAD COACH, MIDDLE SCHOOL BOYS	\$1,000.00

SOFTBALL:

HEAD COACH, FAST PITCH HIGH SCHOOL GIRLS	\$4,000.00
ASSISTANT COACH, FAST PITCH HIGH SCHOOL GIRLS	\$2,000.00
HEAD COACH, SLOW PITCH HIGH SCHOOL GIRLS	\$3,000.00
ASSISTANT COACH, SLOW PITCH HIGH SCHOOL GIRLS	\$1,500.00
HEAD COACH, MIDDLE SCHOOL GIRLS	\$1,000.00
ASSISTANT COACH, MIDDLE SCHOOL GIRLS	\$ 750.00
JH SLOW PITCH SOFTBALL	\$1,000.00

TENNIS:

HEAD COACH, HIGH SCHOOL GIRLS	\$2,100.00
HEAD COACH, HIGH SCHOOL BOYS	\$2,100.00
HEAD COACH, MIDDLE SCHOOL GIRLS & BOYS	\$2,000.00

GOLF:

HEAD COACH, HIGH SCHOOL GIRLS	\$2,100.00
HEAD COACH, HIGH SCHOOL BOYS	\$2,100.00
ASSISTANT COACH, HIGH SCHOOL GIRLS	\$2,000.00
ASSISTANT COACH, HIGH SCHOOL BOYS	\$2,000.00
HEAD COACH, MIDDLE SCHOOL GIRLS & BOYS	\$2,000.00
ASSISTANT COACH, MIDDLE SCHOOL GIRLS & BOYS	\$2,000.00

YEARBOOK:

YEARBOOK SPONSER	\$2,000.00
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CHEERLEADING

HEAD COACH, HIGH SCHOOL	\$4,000.00
HEAD COACH, MIDDLE SCHOOL	\$1,500.00

STAFF DEVELOPMENT:

DIRECTOR OF STAFF DEVELOPMENT	\$ 650.00
BUILDING STAFF DEVELOPMENT	\$ 550.00

STUDENT COUNCIL:

HIGH SCHOOL	\$ 600.00
MIDDLE SCHOOL	\$ 500.00

VOCAL MUSIC:

HIGH SCHOOL	\$3000.00
MIDDLE SCHOOL	\$1000.00
ELEMENTARY SCHOOL	\$ 250.00

NATIONAL HONOR SOCIETY:

HIGH SCHOOL	\$ 400.00
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BAND:

HIGH SCHOOL	\$5,000.00
MIDDLE SCHOOL & ELEMENTARY SCHOOL	\$ 750.00

ACADEMIC TEAM:

HIGH SCHOOL (FALL)	\$2,000.00
MIDDLE SCHOOL (SPRING)	\$1,000.00

SPEECH:

HIGH SCHOOL	\$1,000.00
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COUNSELORS

1 (one) month extended contract,
(20 work days @ regular daily rate),
Plus 10% (regular+extension, then 10%)

ATHLETIC DIRECTOR:

ATHLETIC DIRECTOR	\$3000.00
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SPECIAL EDUCATION COORDINATOR:

HIGH SCHOOL, MIDDLE SCHOOL, ELEMENTARY	\$3,750.00
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LEAD TEACHER EARLY CHILDHOOD:

MUST COME THE FIRST OF AUGUST AND STAY UNTL THE END OF JUNE	\$5,000.00
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FACS TEACHER:

FACS TEACHER FOR THE HIGH SCHOOL	\$2,000.00
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HIGH SCHOOL CLASS SPONSORS:

SENIOR CLASS (X2)	\$ 500.00
JUNIOR CLASS (X2)	\$1,150.00
SOPHOMORE CLASS (X2)	\$ 250.00

*****Athletics will run the basketball concession stand from this date forward.**

FRESHMAN CLASS (X2)	\$ 250.00
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ALTERNATIVE EDUCATION

ALTERNATIVE EDUCATION (X4)	\$3,600.00
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ATHLETIC GAME DUTIES:

GATE KEEPER	\$50.00/SET
GATE/CLOCK/SCOREKEEPERS @ BASKETBALL GAMES	
HS SET – 3 or 4 games (B/G JV and B/G HS)	
MS SET – 3 or 4 games (Exp.: 6 th , 7 th , 8 th & 9 th - \$50 per gym)	
ELEM. SET – 4 games (Exp: B/G 4 th & 5 th)	
SCORE KEEPER	\$ 50.00
PERSON IN CHARGE OF GATE MONEY AFTER GAME	\$ 20.00

BUS DRIVING FOR COACHES:

TRIPS LESS THAN 100 MILES ROUND TRIP	\$ 15.00
TRIPS MORE THAN 100 MILES ROUND TRIP	\$ 20.00
SUB DRIVER FOR REGULAR DRIVER	\$ 45.00

TUTORING:

ONE STUDENT	\$
	18.00/HR
TWO OR MORE STUDENTS	\$
	20.00/HR

DETENTION:

REGARDLESS THE NUMBER OF STUDENTS	\$ 20.00
*In School Suspension/Detention *Suspended for the 2017-2018 school year only	

SATURDAY SCHOOL:

FROM 8:30 A.M. TO 2:00 P.M.	\$
110.00 (A THIRTY (30) MINUTE LUNCH BREAK WILL BE TAKEN ON CAMPUS AND A MINIMUM OF TWENTY (20) DOLLARS IF NO STUDENT SHOWS UP FOR SATURDAY SCHOOL)	

MILAGE RATE:

RATE OF FIFTY (50) CENTS WILL BE PAID PER MILE	\$
	.50/MILE

HIGH SCHOOL VOCATIONAL REHABILITATION

PERSON IN CHARGE OF VOCATIONAL REHABILITATION STUDENTS	\$ 500.00
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TEAM ACHIEVEMENT STIPENDS (Suspended for the 2017-2018 school year only)

YEARLY STIPENDS WILL BE PAID FOR **ACHIEVEMENT** IN OSSAA SANCTION TEAM EVENTS. SAID STIPENDS WILL BE ESTABLISHED AS A PERCENTAGE OF THE COACHES' EXTRA DUTY PAY, FOR THAT SPORT ONLY. SAID STIPENDS DO NOT APPLY TO INDIVIDUAL ACHIEVEMENT ON THE PART OF ONE OR MORE STUDENT ATHLETES; ONLY TO THE TOTAL TEAM OF A SPORT, I.E. SAID STIPENDS WILL BE PAID TO THE GOLF COACH (ES) ONLY IF THE TOTAL TEAM ENDS UP IN THE TOP EIGHT STATEWIDE, BUT NOT

FOR INDIVIDUAL PLAYERS WHO MAKE IT TO STATE. **THE STIPEND PERCENTAGES OF EXTRA DUTY PAY ARE**

FOOTBALL:

PLAYING IN THE QUARTER FINAL GAME	20%
PLAYING IN THE SEMI FINAL GAME	30%
PLAYING IN THE STATE CHAMPIONSHIP	40%
WINNING THE STATE CHAMPIONSHIP	50%

BASKETBALL, BASEBALL, SOFTBALL:

PLAYING IN THE QUARTER FINAL GAME OF THE STATE TOURNAMENT	20%
PLAYING IN THE SEMI FINAL GAME OF THE STATE TOURNAMENT	30%
PLAYING IN THE STATE CHAMPIONSHIP GAME	40%
WINNING THE STATE CHAMPIONSHIP	50%

ALL OTHER OSSAA STATE SANCTION EVENTS:

FOR FINISHING IN THE TOP EIGHT TEAMS	20%
FOR FINISHING IN THE TOP FOUR TEAMS	30%
FOR FINISHING AS STATE RUNNER UP	40%
FOR FINISHING WINNING THE STATE CHAMPIONSHIP	50%

ALL STIPENDS DUE UNDER THIS PROVISION WILL BE PAID NO LATER THAN JANUARY 31 OF THAT SCHOOL YEAR, OR WITHIN SIXTY (60) DAYS OF THE COMPLETION OF THE SEASON, WHICHEVER ONE IS LATER.

NOTE:

COACHES CAN BE PAID FOR ONLY ONE LEVEL OF STIPEND PER SPORT(S) COACHED, I.E. IF THE FOOTBALL TEAM PLAYS, BUT LOSES IN THE STATE FINALS, THE INVOLVED COACHES WILL GET A TOTAL STPEND OF 40% ONLY.

*****TEAM ACHIEVEMENT STIPENDS SUSPENDED FOR THE 2017-2018 SCHOOL YEAR ONLY.**

COACHING SUMMER PAY

ALL HIGH SCHOOL HEAD COACHES IN SOFTBALL, BASEBALL, BASKETBALL, FOOTBALL, AND TRACK MAY RECEIVE \$2,000.00 IN THE SUMMER. THIS MONEY WILL BE FOR COACHING THEIR SPORT IN A LEAGUE OR CAMP. THIS AMOUNT MUST BE APPROVED BY THE ATHLETIC DIRECTOR AS ENOUGH TIME WORKED TO RECEIVE THE STIPEND.

*****ALL EXTRA DUTY POSITIONS FROM THIS POINT FORWARD WILL BE ON A FLEXIBLE SCALE OF 50% LESS TO 50% MORE THAN WHAT IS LISTED AS THE BASE ON THE EXTRA DUTY SCHEDULE, GIVING A RANGE AMOUNT, RATHER THAN A FLAT, SPECIFIC RATE. THIS APPLIES ONLY TO NEW HIRES AFTER JANUARY 2018; PREVIOUS TEACHERS IN THOSE POSITIONS CANNOT MAKE LESS THAN THE BASE THAT IS LISTED, BUT COULD BE PAID MORE.**

APPENDIX E
HENRYETTA PUBLIC SCHOOLS
FORMAL GRIEVANCE PRESENTATION
(Refer to Article 4.10 – Grievance Procedure)

Check One: Level I _____
Level II _____
Level III _____

Name: _____ Teaching Assignment: _____

School: _____ Principal: _____

GRIEVANCE

I feel the Negotiated Agreement between the Henryetta Board of Education and the Henryetta Education Association has been violated for this reason:

Section which was violated: _____

ACTION REQUESTED:

(Signature of Aggrieved)

(Signature of Building Principal)
— If Level I

(Signature of Association Member)
— If present

(Signature of Superintendent)
— If Level II

(Signature of President of Board of Education)
— If Level III